

NBC METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • Fax: 303-987-2032
<https://nbcmetrodistrict.com>

NOTICE OF REGULAR MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|-----------------------------------|-------------------------------------|--------------------------------|
| Charles D. Foster | President | 2027/May 2027 |
| Erika Kelley (Coming) | Treasurer | 2027/May 2027 |
| Joseph Zanone | Assistant Secretary | 2025/May 2025 |
| VACANT | | 2027/May 2027 |
| VACANT | | 2025/May 2025 |
| Peggy Ripko | Secretary (not an elected position) | |

DATE: Wednesday, October 9, 2024

TIME: 3:00 p.m.

PLACE: Zoom Meeting: The meeting can be joined through the directions below. *
** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (pripko@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial in: 1-719-359-4580

I. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.
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II. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.
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- B. Approve Agenda, confirm location of the meeting and posting of meeting notice.
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- C. Review and approve the Minutes of the June 5, 2024 Regular Meeting (enclosures).
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- D. Discuss business to be conducted in 2025 and location or meetings. Schedule regular meeting dates (suggested dates are June 4, 2025 and October 8, 2025 at 3:00 p.m. via Zoom Meeting) and consider adoption of Resolution Establishing Regular Meeting Dates, Time and Location and Designating Location for Posting of 24-Hour Notices (enclosure).
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E. Insurance Discussion

1. Cyber Security and Increased Crime Coverage.
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2. Establish Insurance Committee to make final determinations regarding insurance, if necessary.
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3. Authorize renewal of District's insurance and Special District Association (SDA) membership for 2025.
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- F. Discuss Website Accessibility matters and establish Website Accessibility Committee to make final determinations regarding engagement and/or termination of service providers, if necessary.
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III. CONSENT AGENDA – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered on the Regular Agenda (enclosures).

- Ratify approval of the Service Agreement between the District and Modern Electric LLC., for Monument Signage Power.
- Ratify approval of Change Order No. 1 to the Service Agreement for 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Tree Wrap in the amount of \$1,586.00.
- Ratify approval of Change Order No. 2 to the Service Agreement for 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Tree Wrap in the amount of \$1,035.00.
- Ratify approval of Change Order No. 4 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for the Annual Floral Program, in the amount of \$7,018.00.
- Ratify approval of Change Order No. 5 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings,

- LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Mulch Addition in the amount of \$26,215.00.
- Ratify approval of Change Order No. 6 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Landscape Bed Renovation in the amount of \$3,470.00.
- Ratify approval of Change Order No. 7 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for New Irrigation Zones in the amount of \$12,935.00.
- Ratify approval of Change Order No. 8 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Cobble Stone Bed Renovations in the amount of \$24,478.00.
- Ratify approval of Change Order No. 9 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Mulch Addition in the amount of \$29,109.00.
- Ratify approval of Change Order No. 10 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for North Side Addition with Sod in the amount of \$31,467.00.
- Ratify approval of Change Order No. 11 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Damaged Bed Repair in the amount of \$36,915.00.
- Ratify approval of Change Order No. 12 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Plant Replacement in the amount of \$8,298.00.
- Ratify approval of Change Order No. 13 to the Service Agreement 2024 Landscape Maintenance Services between the District and Monarch Landscape Holdings, LLC, d/b/a Environmental Designs / Arrowhead Landscape Services, for Flower Bed and irrigation addition in the amount of \$11,431.00.

IV. FINANCIAL MATTERS

- A. Ratify the payment of claims through the periods ending (enclosures):

| Fund | Period Ending Jun. 30, 2024 | Period Ending Jul. 31, 2024 | Period Ending Aug. 31, 2024 | Period Ending Sept. 30, 2024 |
|--------------|--------------------------------|--------------------------------|--------------------------------|---------------------------------|
| General | \$ 44,339.07 | \$ 63,265.99 | \$ 79,810.62- | \$ 44,438.64 |
| Debt | \$ -0- | \$ -0- | \$ -0- | \$ -0- |
| Capital | \$ -0- | \$ -0- | \$ -0- | \$ -0- |
| Total | \$ 44,339.07 | \$ 63,265.99 | \$ 79,810.62 | \$ 44,438.64 |

- B. Review and accept the unaudited Financial Statements through the period ending June 30, 2024, Schedule of Cash Position dated September 12, 2024 (enclosure).

- C. Consider engagement of outside Accountant for preparation of 2024 Audit (to be distributed).

- D. Conduct Public Hearing to consider amendment of the 2024 Budget. If necessary, consider adoption of Resolution to Amend the 2024 Budget.

- E. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – preliminary AV, Resolutions and draft 2025 Budget (to be distributed)).

- F. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form (“Certification”), and direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.

- G. Discuss and consider adoption of Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan (to be distributed).

- H. Consider appointment of the District Accountant to prepare the 2026 Budget and set the date for a Public Hearing to adopt the 2026 Budget for October 8, 2025, at 3:00 p.m., to be held via teleconference.

V. LEGAL MATTERS

- A. Discuss May 6, 2025 Regular Director Election and consider adoption of Resolution Calling May 6, 2025 Election for Directors, appointing Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. Self-Nomination Forms are due by February 28, 2025 (enclosure). Discuss the need for ballot issues and/or questions.

- B. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (District Transparency Notice).

- C. Discuss and consider adoption of Resolution Amending Policy on Colorado Open Records Act Requests (enclosure).
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- D. Discuss and consider approval of Engineer's Report and Certification #08 prepared by Ranger Engineering, LLC, and the Reimbursable Costs (to be distributed).
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- E. Review and consider approval of Service Agreement for 2024-2025 Snow Removal Services between the District and Environmental Designs, LLC (to be distributed).
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- F. Review and consider approval of Service Agreement between the District and Apex Sign Co LLC d/b/a AD Light Group (to be distributed).
-

VI. OPERATIONS AND MAINTENANCE

- A. _____

VII. CAPITAL IMPROVEMENTS

- A. Discuss status of development.
-

- B. Discuss status of the Circle Point Park Improvement Project.
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VIII. OTHER MATTERS

- A. _____

- IX. ADJOURNMENT: **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2024.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE NBC METROPOLITAN DISTRICT (THE “DISTRICT”) HELD JUNE 5, 2024

A regular meeting of the Board of Directors of the NBC Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, June 5, 2024, at 3:00 p.m., and held via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Charles D. Foster, President
Erika Kelley (Coming), Treasurer

Also, In Attendance Were:

Peggy Ripko; Special District Management Service, Inc.

Jon Hoistad, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP (“CLA”)

Russell Holmes; City Office REIT, Inc

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested 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 statute. Attorney Hoistad noted that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Ms. Ripko confirmed the presence of a quorum.

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 meeting. Following discussion, and upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board determined

RECORD OF PROCEEDINGS

to conduct the meeting at the above-stated date, time and location. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board approved the Agenda.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District as least 24-hours prior on the District website: <https://nbcmetrodistrict.com/>. If the website is unavailable, notices will be at the following location: a streetlight located in the entry median on Circle Point Drive.

Minutes of November 2, 2023 Regular Meeting and the November 2, 2023 Statutory Annual Meeting: The Board reviewed the Minutes of the November 2, 2023 Regular Meeting and the November 2, 2023 Statutory Annual Meeting. Following review and discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board approved the Minutes.

Board Appointment: The Board discussed the vacancy on the Board. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, eligible elector, Joseph Zanone, was nominated to serve on the Board. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board appointed Joseph Zanone to fill the vacancy on the Board.

Appointment of Officers: Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the following slate of officers were appointed for the District:

| | |
|----------------------|---------------------------|
| President: | Charles D. Foster |
| Treasurer: | Erika Kelley |
| Secretary: | Peggy Ripko (not elected) |
| Assistant Secretary: | Joseph Zanone |

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2024 Special District Association’s (SDA) Annual Conference: Ms. Ripko discussed the SDA Conference with the Board. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board authorized Director Foster to attend the 2024 Special District Association’s Annual Conference in Keystone on September 10, 11 and 12, 2024.

PUBLIC COMMENT

There were no public comments.

FINANCIAL MATTERS

Payment of Claims: The Board considered ratifying the approval of the payment of claims as follows:

| Fund | Period Ending Nov. 30, 2023 | Period Ending Dec. 31, 2023 | Period Ending Jan. 31, 2024 | Period Ending Feb. 29, 2024 |
|--------------|--------------------------------|--------------------------------|--------------------------------|--------------------------------|
| General | \$ 56,206.45 | \$ 18,198.92 | \$ 13,964.63 | \$ 33,538.65 |
| Debt | \$ -0- | \$ -0- | \$ -0- | \$ -0- |
| Capital | \$ 35,240.70 | \$ -0- | \$ -0- | \$ -0- |
| Total | \$ 91,447.15 | \$ 18,198.92 | \$ 13,964.63 | \$ 33,538.65 |

| Fund | Period Ending Mar. 31, 2024 | Period Ending Apr. 30, 2024 | Period Ending May 31, 2024 |
|--------------|--------------------------------|--------------------------------|-------------------------------|
| General | \$ 23,968.38 | \$ 16,774.89 | \$ 42,118.12 |
| Debt | \$ -0- | \$ -0- | \$ -0- |
| Capital | \$ -0- | \$ -0- | \$ -0- |
| Total | \$ 23,968.38 | \$ 16,774.89 | \$ 42,118.12 |

Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the payment of the claims.

Unaudited Financial Statements and Cash Position: Ms. Ross reviewed the unaudited financial statements and cash position for the period ending March 31, 2024 with the Board. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board accepted the unaudited financial statements and cash position as presented.

Public Hearing on Amendment to 2023 Budget: Director Foster opened the public hearing to consider an amendment to the 2023 Budget.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing

RECORD OF PROCEEDINGS

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.

Following discussion, upon motion duly made, seconded and unanimously carried, the Board adopted Resolution No. 2024-06-01 to Amend the 2023 Budget.

2023 Audit: Ms. Ross reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote unanimously carried, the Board approved the 2023 Audit, subject to final legal review, and authorized execution of the Representations Letter, subject to a clean opinion for auditor, final legal review, and any final Board questions.

LEGAL MATTERS

Engineer's Report and Certification No. 7 from Ranger Engineering, LLC for NBC Metropolitan District: The Board reviewed the Engineer's Report and Certification No. 7 from Ranger Engineering, LLC, dated May 3, 2024. Following review and discussion, upon motion duly made by Director Foster, seconded by Director Kelley, and upon vote, unanimously carried, the Board approved the Engineer's Report and Certification No. 7 from Ranger Engineering, LLC dated May 3, 2024 and acceptance of costs in the amount of \$147,153.68.

OPERATION AND MAINTENANCE

Proposal from Arrowhead Landscaping Services, Inc. for Tree Wrap: The Board reviewed a proposal from Arrowhead Landscaping Services, Inc. for Tree Wrap. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from Arrowhead Landscaping Services, Inc. for Tree Wrap, in the amount of \$1,035.00.

Proposal from Arrowhead Landscaping Services, Inc. for Mulch Installation: The Board reviewed a proposal from Arrowhead Landscaping Services, Inc. for installation of mulch at monument bed under construction. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from Arrowhead Landscaping Services, Inc. for installation of mulch at monument bed under construction, in the amount of \$1,586.00.

RECORD OF PROCEEDINGS

Service Agreement with Arrowhead Landscaping Services, Inc.: The Board reviewed a Service Agreement with Arrowhead Landscaping Services, Inc. for 2024 landscape maintenance services. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the Service Agreement for 2024 Landscape Maintenance Services between the District and Arrowhead Landscaping Services, Inc.

Change Order No. 4 to the Service Agreement for 2024 Landscape Maintenance Services with Arrowhead Landscaping Services, Inc. for Annual Floral Program: The Board reviewed Change Order No. 4 to the Service Agreement for 2024 Landscape Maintenance Services between the District and Arrowhead Landscaping Services, Inc. for Annual Floral Program. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of Change Order No. 4 to the Service Agreement 2024 Landscape Maintenance Services between the District and Arrowhead Landscaping Services, Inc. for Annual Floral Program in the amount of \$7,018.00.

Proposal from Arrowhead Landscaping Services, Inc. for Irrigation Zone Addition: The Board reviewed a proposal from Arrowhead Landscaping Services for Irrigation Zone Addition to new areas of landscape. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board approved a proposal from Arrowhead Landscaping Services for Irrigation Zone Addition to new areas of landscape, in the amount of \$12,935.00.

Proposal from Arrowhead Landscaping Services, Inc. for Island Bed Renovation: The Board reviewed a proposal from Arrowhead Landscaping Services, Inc. for Island Bed Renovation. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board approved the proposal from Arrowhead Landscaping Services, Inc. for Island Bed Renovation, in the amount of \$3,470.00.

Proposal from Arrowhead Landscaping Services, Inc. for Cobble Stone North Addition: The Board reviewed a proposal from Arrowhead Landscaping Services, Inc. for Cobble Stone North Addition. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board approved the proposal from Arrowhead Landscaping Services, Inc. for Cobble Stone North Addition.

Proposal from Arrowhead Landscaping Services, Inc. for Mulch Installation in Park Area: The Board reviewed a proposal from Arrowhead

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Landscaping Services, Inc. for mulch installation in park area. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board approved the proposal from Arrowhead Landscaping Services, Inc. for mulch installation in park area, in the amount of \$29,109.00.

Proposal from Property Solutions Team LLC for Sign Stabilizing: The Board reviewed a proposal from Property Solutions Team LLC. for Sign Stabilizing. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board approved the proposal from Property Solutions Team LLC. for Sign Stabilizing, in the amount of \$2,075.00.

CAPITAL IMPROVEMENTS

Status of Development: Mr. Holmes provided the Board with an update on the status of development.

112th Avenue Extension Project: There was no substantive discussion of this item.

Circle Point Park Improvement Project:

Proposal from Arrowhead Landscaping Services, Inc. for Entry Renovation: The Board reviewed a proposal from Arrowhead Landscape Services, Inc. for Entry Renovation. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from Arrowhead Landscape Services, Inc for Entry Renovation, in the amount of \$3,271.00.

Proposal from Arrowhead Landscaping Services, Inc. for Installation of Boulders and New Plant Material: The Board reviewed a proposal from Arrowhead Landscape Services, Inc. for installation of boulders and new plant material in place of existing. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from Arrowhead Landscape Services, Inc for installation of boulders and new plant material in place of existing, in the amount of \$6,291.00.

Proposal from Taddiken Tree Company D.B.A SavATree, LLC (“SavATree”) for Commercial Tree Maintenance and Plant Health Care Program: The Board reviewed a proposal from SavATree, for Commercial Tree Maintenance and Plant Health Care Program. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from SavATree, for

RECORD OF PROCEEDINGS

Commercial Tree Maintenance and Plant Health Care Program, in the amount of \$26,289.00.

Proposal from Modern Electric LLC for furnishing and installation of new power to the monument sign: The Board reviewed a proposal from Modern Electric LLC for furnishing and installation of new power to the monument sign. Following discussion, upon motion duly made by Director Foster, seconded by Director Kelley and, upon vote unanimously carried, the Board ratified approval of the proposal from Modern Electric LLC for furnishing and installation of new power to the monument sign, in the amount of \$5,125.00.

OTHER MATTERS

There were no other matters.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2024-10-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE NBC 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 NBC Metropolitan District (the “**District**”), Jefferson 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 2025 shall be held on June 4, 2025 and October 8, 2025 at 3:00 p.m. via Zoom Meeting.

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, www.nbcmetrodistrict.com, 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) On a streetlight located in the entry median on Circle Point Drive

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

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

RESOLUTION APPROVED AND ADOPTED on October 9, 2024.

NBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

SERVICE AGREEMENT
(Monument Signage Power)

THIS **SERVICE AGREEMENT** (this “**Agreement**”) is entered into and effective as of the 23rd day of April 2024, by and between **NBC METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MODERN ELECTRIC LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan.

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the highest standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is

and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.5, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid on a time and materials basis with a monthly contract price of \$5,125.00 as set forth in **Exhibit A**, attached hereto, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit B** ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **Exhibit A**, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination.

(a) The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the "**Indemnitees**"), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys' fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least "A:XIII" by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant's cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers' Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers' Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers' Compensation Insurance. A Workers' Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer's Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

5.2 Modification; Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Consultant unless the same is in writing and duly executed by the Parties.

5.3 Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Jefferson, Colorado.

5.6 Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

5.7 Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Consultant any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Consultant shall be for the sole and exclusive benefit of the District and the Consultant.

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: NBC Metropolitan District
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: pripko@sdmsi.com
Attn: Peggy Ripko

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Phone: (303) 592-4380
Email: legalnotices@specialdistrictlaw.com

To Consultant: Modern Electric LLC
12421 W. 49th Ave., Unit 7
Wheat Ridge, CO 80033
Phone: (303)420-5459
Email: Jason@mod-electric.com

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it

has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

5.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Consultant:

MODERN ELECTRIC LLC

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by _____, as _____ of Modern Electric LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

NBC METROPOLITAN DISTRICT

By: _____

Charles D. Foster, President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____ 2024, by Charles D. Foster, as President of NBC Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado.

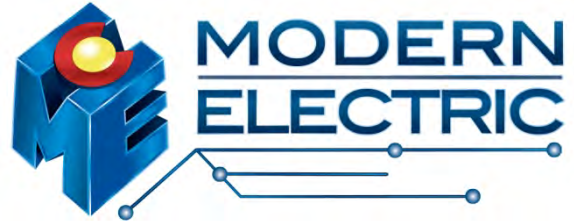
Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES / COMPENSATION

Modern Electric LLC
12421 W. 49th Ave., Unit 7
Wheat Ridge, CO 80033
+1 3034205459
office@mod-electric.com



Estimate

ADDRESS

Zanone Project Management

ESTIMATE # 2835

DATE 03/20/2024

EXPIRATION DATE 04/20/2024

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|---|-----|----------|----------|
| | Lighting Furnish and install new power to a new monument sign location at 112th Ave / Quay St | 1 | 5,125.00 | 5,125.00 |
| | <p>Modern Electric to tie into the nearest source of power, parking lot light within the districts jurisdiction, this is 150LF away. Includes trenching, backfill, conduit and wiring left for the sign. Sign company to perform final connections. Based on job walk performed 3/19/2024</p> <p>STANDARD INCLUSIONS:</p> <ol style="list-style-type: none">1. Taxes are included at the projects jurisdiction tax rate.2. Temporary power and lighting as required to meet construction and safety standards.3. "Safe off" only, demo not included4. Metal Clad cabling for all above ceiling and in wall applications. EMT will be utilized where needed.5. All lifts and equipment for electrical installation(if needed)6. Clean up of identifiable debris.7. Warranty based upon one (1) year <p>STANDARD EXCLUSIONS:</p> <ol style="list-style-type: none">1. Fire alarm system2. Low voltage terminations3. High end devices, and dimmers4. Any submittals for any and all commodity materials.5. Performance Bond.6. Short circuit coordination, arc flash, or | | | |

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|----------|-----|------|--------|
|------|----------|-----|------|--------|

- selective coordination studies.
- 7. Utility company development fees, energy consumption fees, design and review fees,
- 8. Any and all structured cabling and or special low voltage systems.
- 9. Telephone company charges or equipment.
- 10. Any and all core drills.
- 11. Temperature Control, BAS, or Energy Management System and wiring.
- 12. Cutting and channeling of millwork, casework or stainless steel.
- 13. patching and painting of walls, ceiling, and floors.
- 14. Cutting, channeling, and patching concrete
- 15. Painting of conduits.
- 16. Roof penetrations.
- 18. Pole Bases, Transformer pads
- 19. Correction of existing code violations/conditions
- 20. Existing non code compliant conditions
- 21. Any warranty work associated with owner supplied equipment.
- 22. Unloading and inventorying of owner supplied material.

CLARIFICATIONS:

- 1. This proposal shall be valid for thirty days from the date of this letter.
- 2. Modern Electric's proposal must be included in the final contract between both parties.
- 3. Payment terms are net 30.
- 4. All change orders must be signed and approved by the site superintendent
- 5. Site superintendent must approve all penetration and stub up locations
- 6. Any charges for collection in event of late or nonpayment, including but not limited to interest at 1.5% per month, legal fees, court costs, agency fees, and remobilization in the case of work stoppage, will be added to the proposal amount.
- 7. Please issue a tentative schedule upon notice to proceed.
- 8. General contractor is responsible for coordination and scheduling of outage for contractor to perform work on de-energized equipment.
- 9. This proposal supersedes any and all other agreements either oral or in writing between the parties with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to the matters in this proposal.

| DATE | ACTIVITY | QTY | RATE | AMOUNT |
|------|----------|-----|------|--------|
|------|----------|-----|------|--------|

10. In no event will Modern Electric be liable for any punitive, special, indirect, incidental or consequential damages of any kind arising under or in connection with this proposal. Our pricing is based on execution of an acceptable subcontract.

TOTAL **\$5,125.00**

Accepted By

Accepted Date

EXHIBIT B
FORM OF CHANGE ORDER

| | |
|-----------------------------|---------------------|
| Change Order No: | Date Issued: |
| Name of Agreement: | |
| Date of Agreement: | District(s): |
| Other Party/Parties: | |

| |
|--|
| CHANGE IN SCOPE OF SERVICES (describe): |
|--|

| | |
|--|--|
| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
| Original Price: \$ _____ | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$ _____ | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$ _____ | Agreement Time with all Approved Change Orders: _____ |

| | |
|------------------|-----------------|
| APPROVED: | |
| By: | _____ |
| | District |

| | |
|------------------|-------------------|
| APPROVED: | |
| By: | _____ |
| | Consultant |

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 04 | Date Issued: 5/29/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Annual Floral Program (see attached)

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|--|--|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$7,018 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$50,366 | Agreement Time with all Approved Change Orders: _____ |

APPROVED:

By: _____
District

APPROVED:

By: _____
Consultant



ENVIRONMENTAL DESIGNS, LLC

www.environmentaldesigns.com
TWO COLORADO BRANDS, TRANSFORMING THE LANDSCAPE INDUSTRY TOGETHER

Brighton | Golden | Centennial | Northern Colorado | Castle Rock | Colorado Springs



LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
PROJECT: 0 SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
Contact: Uriel N Fax: 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Scope of Service: Plant new annual flowers in south entrance bed and middle island at entrance. This proposal covers initial fertilization. Maintenance to include weed pulling and monthly fertilizations. No warranty for theft, vandalism, acts of god, as well as pests and animals. All irrigation repairs and/or adjustments will be billed at time and materials.

| Qty. | Description | Bid Amount |
|------|--|------------|
| 1 | Bed Prep | |
| 3 | Fertilization (up to 3) | |
| 8 | 10/4 Impatien Beacon White | |
| 11 | 18/3.5 Coleus Gays Delight | |
| 11 | 10/4 Zinnia Profusion Red Yellow Bicolor | |
| 8 | 10/4 Salvia Evolution Violet | |
| 1 | Bio Comp (yd) | |

TOTAL PRICE (Excludes applicable taxes) \$ 7,018.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 05 | Date Issued: 6/24/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Mulch (see attached)


| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|--|--|
| Original Price: \$31,200 | Original Term: Expires _____, 20__ |
| Increase of this Change Order: \$26,215 | New Term: Expires _____, 20__ |
| Price with all Approved Change Orders: \$76,581 | Agreement Time with all Approved Change Orders: _____ |

APPROVED:

By: _____

District

APPROVED:

By:  CRAIG WATKINS / BRANCH MGR

Consultant

6/24/24



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 Brighton | Golden | Centennial | Northern Colorado | Castle Rock | Colorado Springs



LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
 PROJECT: Mulch addition SUBMITTAL DATE: _____

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
 Contact: Uriel N Fax: 303-432-8191
 Address: 605 Ulysses St, Golden, CO 80401

Scope Of Work: **Install mulch in park area. Mulch seems to be light and causing a lot of the weeds to pop through. Adding more mulch and creating a thicker blanket will help with the issue of weeds. Mulch added will match existing mulch.**

| Qty. | Description | Bid Amount |
|------|----------------------|------------|
| 105 | Install mulch (tons) | |

TOTAL PRICE (Excludes applicable taxes) \$ **26,215.00**

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
 Uriel N

CRAIG WATKINS - BRANCH MGR

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 06 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Landscape bed renovation (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|--|--|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$3,470 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$79,868 | Agreement Time with all Approved Change Orders: _____ |

APPROVED:

By: _____
District

APPROVED:

By: _____
Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0

PROJECT: Bed Renovation SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc.

Phone: 303-432-8282

Contact: Uriel N

Fax: 303-432-8191

Address: 605 Ulysses St, Golden, CO 80401

Scope of work: 1) Grade and add fabric in the Island by the entrance on the West side. 2) Add Horizon Cobblestone in area. 3) Cut and remove two dead pine trees on the North end of the property.

Table with 3 columns: Qty., Description, Bid Amount. Rows include Horizon Cobblestone (tons), Cut and Remove two Pine trees, and Fabric and Pins.

TOTAL PRICE (Excludes applicable taxes) \$ 3,470.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services...
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 07 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

New irrigation zones (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|--|--|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$12,935 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$92,801 | Agreement Time with all Approved Change Orders: _____ |

APPROVED:

By: _____
District

APPROVED:

By: _____
Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT **ATTENTION:** _____ 0 _____
PROJECT: Irrigation Zone Addition **SUBMITTAL DATE:** _____

Bidding Firm: Environmental Designs, Inc. **Phone:** 303-432-8282
Contact: Uriel N **Fax:** 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Scope of work: Install 3 new irrigation zones. 1) Dig up main line and add 3 new valves. 2) Trench area for three new zones on the inside of the side walk on the North side of the property. 3) Install lateral line and connect to the valves. Add new heads to the lateral. 4) Cover and compact trench areas and cover the mainline and valves.

| Qty. | Description | Bid Amount |
|------|------------------------|------------|
| 3 | 2" Peb Valve | |
| 1 | 2" pvc pipe (800 feet) | |
| 1 | Material | |

TOTAL PRICE (Excludes applicable taxes) \$ 12,935.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 08 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Cobble Stone bed renovations (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$24,478 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$117,279 | Agreement Time with all Approved Change Orders: |

| | |
|------------------|-----------------|
| APPROVED: | |
| By: | |
| | District |

| | |
|------------------|-------------------|
| APPROVED: | |
| By: | |
| | Consultant |



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
PROJECT: North addition with Native SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
Contact: Uriel N Fax: 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Scope of work: 1) Demo and remove damaged native areas. 2) Grade and prep 18" bed areas install weed barrier and edging to keep Cobblestone in place. 4) Grade rest of the area and prep for native seed. 5) Install cobblestone in beds. 6) Spread native seede and add top soil on top to protect and keep native seed wet and safe.

Table with 3 columns: Qty., Description, Bid Amount. Rows include Cobble Stone (Tons), Bed Prep and Grading, Insall Fabric and Edging, Low Grow Native Mix, Top soil.

TOTAL PRICE (Excludes applicable taxes) \$ 24,478.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 09 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Mulch (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$29,109 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$146,388 | Agreement Time with all Approved Change Orders: |

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0

PROJECT: Mulch addition SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc.

Phone: 303-432-8282

Contact: Uriel N

Fax: 303-432-8191

Address: 605 Ulysses St, Golden, CO 80401

Scope Of Work: Install mulch in park area. Mulch seems to be light and causing a lot of the weeds to pop through. Adding more mulch and creating a thicker blanket will help with the issue of weeds. Mulch added will match existing mulch.

| Qty. | Description | Bid Amount |
|------|----------------------|------------|
| 105 | Install mulch (tons) | |

TOTAL PRICE (Excludes applicable taxes) \$ 29,109.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc. Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 10 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

North Side Addition with Sod (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$31,467 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$177,855 | Agreement Time with all Approved Change Orders: |

APPROVED:

By: _____
District

APPROVED:

By: _____
Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
PROJECT: North Side Addition with Sod SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
Contact: Uriel N Fax: 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Scope of work: 1) Demo and remove damaged native areas. 2) Grade and prep 18" bed areas install weed barrier and edging to keep Cobblestone in place. 4) Grade rest of the area and prep for sod. 5) Install cobblestone in beds. 6) Install sod in areas graded.

Table with 3 columns: Qty., Description, Bid Amount. Rows include Cobble Stone (Tons), Bed Prep and Grading, Insall Fabric and Edging, Sod, and Tons Of TopSoil.

TOTAL PRICE (Excludes applicable taxes) \$ 31,467.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services...
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 11 | Date Issued: 7/8/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Damaged Bed Repair (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$36,915 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$214,770 | Agreement Time with all Approved Change Orders: |

APPROVED:

By: _____
District

APPROVED:

By: _____
Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0

PROJECT: Cobble Stone North Addition SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc.

Phone: 303-432-8282

Contact: Uriel N

Fax: 303-432-8191

Address: 605 Ulysses St, Golden, CO 80401

Scope of work: 1) Demo and remove damaged native areas. 2) Grade and pred bed areas install weed barrier and edging to keep Cobblestone in place. 4) Install cobblestone in beds.

Table with 3 columns: Qty., Description, Bid Amount. Rows include Cobble Stone (Tons), Bed Prep and Grading, and Insall Fabric and Edging.

TOTAL PRICE (Excludes applicable taxes) \$ 36,915.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services...
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

Environmental Designs, Inc.
Uriel N

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 12 | Date Issued: 7/30/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Plant replacement (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20____ |
| Increase of this Change Order: \$8,298 | New Term: Expires _____, 20____ |
| Price with all Approved Change Orders: \$223,068 | Agreement Time with all Approved Change Orders: |

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: Michelle Gardner
PROJECT: Replace Dead Plants SUBMITTAL DATE: 4/1/2024

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
Contact: Branden Freiner Fax: 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Remove 168 dead plants in the park. Replace the removed plant material with new plants

Table with 3 columns: Qty., Description, Bid Amount. Includes items like Demo, Spanish Gold Broom #3, Golden Spirea #3, Blue Gramma Grass #1, Side Oats Grama #1, Baby Blue Spruce 8", Euonymus Fortunei #1, Dwarf Ninebark #3.

TOTAL PRICE (Excludes applicable taxes) \$ 8,298.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

CHARLES FOSTER

Environmental Designs, Inc.
Branden Freiner

**NBC Metropolitan District
Change Order**

| | |
|--|---|
| Change Order No: 13 | Date Issued: 8/26/2024 |
| Name of Agreement: Service Agreement for 2024 Landscape Maintenance Services | |
| Date of Agreement: 1/1/2024 | District(s): NBC Metropolitan District |
| Other Party/Parties: Environmental Designs / Arrowhead Landscape Services – (Monarch Landscape Holdings, LLC) | |

CHANGE IN SCOPE OF SERVICES (describe):

Flower bed and irrigation addition (see attached).

| CHANGE IN AGREEMENT PRICE: | CHANGE IN TERM OF AGREEMENT: |
|---|---|
| Original Price: \$31,200 | Original Term: Expires _____, 20 |
| Increase of this Change Order: \$11,431 | New Term: Expires _____, 20 |
| Price with all Approved Change Orders: \$234,499 | Agreement Time with all Approved Change Orders: |

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
PROJECT: Monument bed addition SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc. Phone: 303-432-8282
Contact: Uriel N Fax: 303-432-8191
Address: 605 Ulysses St, Golden, CO 80401

Scope of work: 1) Grade area (280 sqft) add planters mix. 2) Install edging to contain mulch inside the new bed. 3) Install fabric to avoid weeds from growing. 4) Install 4, 1/2 ton boulders (two on the south end of the sign on each corner and two on the north end of the sign on each corner). 5) Plant 5 Flower Carpet Roses under the sign on the east side and 5 on the west side. 6) Plant 6 Stella Daylilies in front of the rose shrubs on the east and 6 on the west side. 7) Plant 3 Karl Forester Grasses on the north side of the monument sign and 3 on the south side. 8) Mulch will be added to the bed, the mulch is already on site.

Table with 3 columns: Qty, Description, Bid Amount. Rows include: 2 Grade and add planters mix(yds), 9 Install edging and Pins, 1 Install fabric, 4 1/2 ton Boulder, 6 Karl Forester Grasses, 10 Flower carpet Rose, 12 Stella Daylilies, 1 Install Mulch.

TOTAL PRICE (Excludes applicable taxes) \$ 8,025.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

- 1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Signature: CHARLES FOSTER
Authorization to perform work

Environmental Designs, Inc.
Uriel N



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LANDSCAPE / IRRIGATION PROPOSAL

SUBMITTED TO: NBC METROPOLITAN DISTRICT ATTENTION: 0
PROJECT: Monument zone addition SUBMITTAL DATE:

Bidding Firm: Environmental Designs, Inc.
Contact: Uriel N
Address: 605 Ulysses St, Golden, CO 80401

Phone: 303-432-8282
Fax: 303-432-8191

Scope of work: 1) Dig North side where the last valve to the mainline is located. 2) Install a new drip valve with single station node. 3) Trench 210 feet to cover irrigation drip lateral. 4) Run lateral in the trench and around sign and add emitters for the plants.

| Qty. | Description | Bid Amount |
|------|--------------------------|------------|
| 1 | Trench 210 feet | |
| 1 | Add New Valve | |
| 1 | Install lateral/Emitters | |
| 1 | Single station node | |

TOTAL PRICE (Excludes applicable taxes) \$ 3,406.00

SPECIFIC QUALIFICATIONS OR EXCLUSIONS

1. Work that Arrowhead Landscape Services performs is not "engineered" unless otherwise noted.
2. A one year replacement warranty is included for all trees, shrubs and perennials that are planted by Arrowhead Landscape Services and maintained under contract by Arrowhead Landscape Services during the warranty period provided that the Customer follows all recommendations for care. This is a one time plant replacement warranty, Arrowhead does not warranty plant material planted between September 15th and April 15th unless otherwise noted.
3. Contractor is not responsible for acts of God, vandalism, or events beyond the control of the Contractor.
4. Payment terms are Net 30 unless otherwise stated on this proposal.
5. Irrigation Modifications will be performed on a T&M basis if required and unless otherwise noted.
6. Price does not include applicable Taxes, taxes will be added to the invoice as required.
7. Per Colorado tax code all materials are subject to taxes unless exempt. Taxes are not included in this proposal and will be added to the invoice.

This quote is good for 30 days from the submittal date

Authorization to perform work

CHARLES FOSTER

Environmental Designs, Inc.
Uriel N

NBC Metropolitan District

June-24

| Vendor | Invoice # | Date | Due Date | Amount in USD | Expense Account | Account Number |
|--------------------------------------|-----------------|-----------|-----------|---------------|-------------------------|------------------|
| City of Westminster | 11003 June 2024 | 6/6/2024 | 6/16/2024 | \$ 233.70 | Utilities | 7701 |
| City of Westminster | 11065 June 2024 | 6/6/2024 | 6/16/2024 | \$ 27.01 | Utilities | 7701 |
| Colorado Community Media | 112727 | 5/24/2024 | 6/23/2024 | \$ 33.92 | Miscellaneous | 7480 |
| Colorado Lighting, Inc | 561939 | 6/6/2024 | 7/6/2024 | \$ 311.31 | Site Lighting | 7582-30548-10000 |
| Colorado Lighting, Inc | N1298745 | 4/11/2024 | 5/11/2024 | \$ 20.00 | Site Lighting | 7582-30548-10000 |
| Monarch Tree Services | CD50411049 | 6/1/2024 | 7/1/2024 | \$ 2,703.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50405883 | 5/14/2024 | 6/13/2024 | \$ 2,689.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50413309 | 5/30/2024 | 6/29/2024 | \$ 147.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50415063 | 5/31/2024 | 6/30/2024 | \$ 9,023.00 | Irrigation service fees | 6503 |
| PST | 8693MNT | 5/17/2024 | 5/17/2024 | \$ 325.00 | Miscellaneous | 7480 |
| Pet Scoop | 555248 | 5/31/2024 | 6/15/2024 | \$ 60.00 | Pest control | 7589 |
| SavATree | 156125 | 4/26/2024 | 4/26/2024 | \$ 16,288.00 | Landscaping | 7585 |
| Simmons and Wheeler, P.C. | 36676 | 9/30/2023 | 9/30/2023 | \$ 4,600.00 | Auditing | 7020 |
| Special District Mgmt. Services, Inc | 5.2024 | 5/31/2024 | 5/31/2024 | \$ 5,826.73 | District management | 7440 |
| T-Mobile for Business | 992113727-10 | 6/3/2024 | 6/3/2024 | \$ 51.40 | Parks and recreation | 7600 |
| US Bank | 7334454 | 5/24/2024 | 5/24/2024 | \$ 2,000.00 | Agent Fee | 7591 |
| | | | | \$ 44,339.07 | | |

**NBC Metropolitan District
June-24**

| | General | Debt | Capital | Totals |
|----------------------------|---------------------|-------------|----------------|---------------------|
| Disbursements | \$ 44,078.36 | | | \$ 44,078.36 |
| Xcel -per Xcel | \$ | - | \$ - | \$ - |
| Westminster | \$ 260.71 | - | - | \$ 260.71 |
| Total Disbursements | \$ 44,339.07 | \$ - | \$ - | \$ 44,339.07 |

NBC Metropolitan District

July-24

| Vendor | Invoice # | Date | Due Date | Amount in USD | Expense Account | Account Number |
|--------------------------------------|------------------|-------------|-----------------|----------------------|-------------------------|-----------------------|
| Bret's Electric LLC | 2628 | 6/28/2024 | 6/28/2024 | \$ 1,850.00 | Site Lighting | 7582-30548-10000 |
| City of Westminster | 11003 July 2024 | 7/10/2024 | 7/20/2024 | \$ 5,435.78 | Utilities | 7701 |
| City of Westminster | 11065 July 2024 | 7/10/2024 | 7/20/2024 | \$ 27.01 | Utilities | 7701 |
| CliftonLarsonAllen LLP | L241394914 | 6/19/2024 | 6/19/2024 | \$ 4,370.34 | Accounting | 7000 |
| CliftonLarsonAllen LLP | L241467486 | 7/12/2024 | 7/12/2024 | \$ 4,575.62 | Accounting | 7000 |
| Colorado Lighting, Inc | N312673 | 7/15/2024 | 8/14/2024 | \$ 20.00 | Site Lighting | 7582-30548-10000 |
| Colorado Lighting, Inc | N303580 | 6/14/2024 | 7/14/2024 | \$ 20.00 | Site Lighting | 7582-30548-10000 |
| McGeady Becher P.C. | 553W 05.2024 | 5/31/2024 | 5/31/2024 | \$ 2,979.39 | Legal | 7460 |
| Monarch Tree Services | CD50424532 | 6/28/2024 | 7/28/2024 | \$ 456.29 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50427616 | 7/12/2024 | 8/11/2024 | \$ 489.54 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50418697 | 6/26/2024 | 7/26/2024 | \$ 26,215.01 | Landscaping | 7585 |
| Monarch Tree Services | CD50425301 | 6/30/2024 | 7/30/2024 | \$ 81.00 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50424534 | 6/28/2024 | 7/28/2024 | \$ 477.47 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50417380 | 6/20/2024 | 7/20/2024 | \$ 7,018.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50418385 | 6/24/2024 | 7/24/2024 | \$ 1,840.46 | Irrigation service fees | 6503 |
| PST Water Extraction Team, LLC | 8692MNT | 6/20/2024 | 7/20/2024 | \$ 2,075.00 | Repairs and maintenance | 7582 |
| Ranger Engineering LLC | 1907 | 5/8/2024 | 5/8/2024 | \$ 700.00 | Engineering | 7857 |
| Special District Mgmt. Services, Inc | 6.2024 | 6/30/2024 | 6/30/2024 | \$ 4,583.68 | District management | 7440 |
| T-Mobile for Business | 992113727-11 | 7/3/2024 | 7/3/2024 | \$ 51.40 | Parks and recreation | 7600 |
| | | | | \$ 63,265.99 | | |

**NBC Metropolitan District
July-24**

| | General | Debt | Capital | Totals |
|----------------------------|----------------|-------------|----------------|---------------|
| Disbursements | \$ 57,803.20 | | | \$ 57,803.20 |
| Xcel -per Xcel | | \$ - | \$ - | \$ - |
| Westminster | \$ 5,462.79 | - | - | \$ 5,462.79 |
| Total Disbursements | \$ 63,265.99 | \$ - | \$ - | \$ 63,265.99 |

NBC Metropolitan District

August-24

| Vendor | Invoice # | Date | Due Date | Amount in USD | Expense Account | Account Number |
|---|--------------|-----------|-----------|---------------|-------------------------|------------------|
| Colorado Lighting, Inc | 562774 | 8/1/2024 | 8/31/2024 | \$ 885.17 | Site Lighting | 7582-30548-10000 |
| Diversified Underground, Inc. | 30305 | 7/31/2024 | 8/30/2024 | \$ 150.00 | Repairs and maintenance | 7582 |
| McGeady Becher P.C. | 553W 6.2024 | 6/30/2024 | 6/30/2024 | \$ 3,009.97 | Legal | 7460 |
| Monarch Tree Services | CD50433535 | 8/1/2024 | 8/31/2024 | \$ 2,703.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50429811 | 7/25/2024 | 8/24/2024 | \$ 3,285.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50429202 | 7/22/2024 | 8/21/2024 | \$ 647.75 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50429808 | 7/25/2024 | 8/24/2024 | \$ 12,935.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50437752 | 7/31/2024 | 8/30/2024 | \$ 589.78 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50438514 | 8/9/2024 | 9/8/2024 | \$ 8,297.00 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50391627 | 4/1/2024 | 5/1/2024 | \$ 2,703.00 | Landscaping | 7585 |
| Monarch Tree Services | CD50438812 | 8/12/2024 | 9/11/2024 | \$ 243.56 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50438813 | 8/12/2024 | 9/11/2024 | \$ 598.02 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50435226 | 7/30/2024 | 8/29/2024 | \$ 639.55 | Irrigation service fees | 6503 |
| Monarch Tree Services | CD50429812 | 7/25/2024 | 8/24/2024 | \$ 31,467.00 | Landscaping | 7585 |
| PST Water Extraction Team, LLC | 8748MNT | 7/30/2024 | 8/29/2024 | \$ 1,094.49 | Repairs and maintenance | 7582 |
| Pet Scoop | 567912 | 8/6/2024 | 8/21/2024 | \$ 100.00 | Pest control | 7589 |
| SavATree | 421125 | 7/22/2024 | 7/22/2024 | \$ 1,995.00 | Landscaping | 7585 |
| SavATree | 411613 | 7/19/2024 | 7/19/2024 | \$ 2,905.00 | Landscaping | 7585 |
| Special District Mgmt. Services, Inc | 7.2024 | 7/31/2024 | 7/31/2024 | \$ 5,507.06 | District management | 7440 |
| T-Mobile for Business | 992113727-12 | 8/3/2024 | 8/3/2024 | \$ 51.40 | Parks and recreation | 7600 |
| Utility Notification Center of Colorado | 224071015 | 7/31/2024 | 7/31/2024 | \$ 3.87 | Miscellaneous | 7480 |
| | | | | \$ 79,810.62 | | |

**NBC Metropolitan District
August-24**

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|----------------------------|---------------------|-------------|----------------|---------------------|
| Disbursements | \$ 79,810.62 | | | \$ 79,810.62 |
| Xcel -per Xcel | \$ | - | \$ | \$ - |
| Westminster | | - | - | \$ - |
| Total Disbursements | \$ 79,810.62 | \$ - | \$ - | \$ 79,810.62 |

NBC Metropolitan District
September-24

| Vendor | Invoice # | Date | Due Date | Amount in USD | Expense Account | Account Number |
|--------------------------------------|-------------------|-----------|-----------|---------------|-------------------------|------------------|
| Bret's Electric LLC | 2702 | 8/29/2024 | 8/29/2024 | \$ 8,060.00 | Site Lighting | 7582-30548-10000 |
| City of Westminster | 11003 August 2024 | 8/8/2024 | 8/18/2024 | \$ 9,765.38 | Utilities | 7701 |
| City of Westminster | 11065 August 2024 | 8/8/2024 | 8/18/2024 | \$ 27.01 | Utilities | 7701 |
| CliftonLarsonAllen LLP | L241545791 | 8/20/2024 | 8/20/2024 | \$ 1,203.41 | Accounting | 7000 |
| Colorado Lighting, Inc | NI314757 | 8/19/2024 | 9/18/2024 | \$ 20.00 | Site Lighting | 7582-30548-10000 |
| Colorado Lighting, Inc | 565012 | 8/27/2024 | 9/26/2024 | \$ 289.13 | Site Lighting | 7582-30548-10000 |
| Diversified Underground, Inc. | 30532 | 8/31/2024 | 9/30/2024 | \$ 75.00 | Repairs and maintenance | 7582 |
| Environmental Designs LLC | CD50448988 | 8/31/2024 | 9/30/2024 | \$ 562.59 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50444741 | 9/1/2024 | 10/1/2024 | \$ 2,703.00 | Landscaping | 7585 |
| Environmental Designs LLC | CD50449378 | 9/5/2024 | 10/5/2024 | \$ 6,472.00 | Landscaping | 7585 |
| Environmental Designs LLC | CD50448982 | 8/31/2024 | 9/30/2024 | \$ 561.42 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50440073 | 8/19/2024 | 9/18/2024 | \$ 843.08 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50442962 | 8/28/2024 | 9/27/2024 | \$ 615.20 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50443009 | 8/28/2024 | 9/27/2024 | \$ 539.05 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50448642 | 8/31/2024 | 9/30/2024 | \$ 81.56 | Irrigation service fees | 6503 |
| Environmental Designs LLC | CD50448640 | 8/31/2024 | 9/30/2024 | \$ 537.33 | Irrigation service fees | 6503 |
| McGeady Becher Cortese Williams P.C. | 553W 07.2024 | 7/31/2024 | 7/31/2024 | \$ 2,497.02 | Legal | 7460 |
| SavATree | 485306 | 8/13/2024 | 8/13/2024 | \$ 640.00 | Landscaping | 7585 |
| Special District Mgmt. Services, Inc | 8.2024 | 8/31/2024 | 8/31/2024 | \$ 3,895.06 | District management | 7440 |
| T-Mobile for Business | 992113727-13 | 9/3/2024 | 9/3/2024 | \$ 51.40 | Parks and recreation | 7600 |
| Zanone Project Management | 1476 | 8/26/2024 | 9/25/2024 | \$ 5,000.00 | Public Improvements | 7861-30548-10001 |
| | | | | \$ 44,438.64 | | |

**NBC Metropolitan District
September-24**

| | <u>General</u> | <u>Debt</u> | <u>Capital</u> | <u>Totals</u> |
|----------------------------|----------------|-------------|----------------|---------------|
| Disbursements | \$ 34,646.25 | | | \$ 34,646.25 |
| Xcel -per Xcel | \$ | - | \$ - | \$ - |
| Westminster | \$ 9,792.39 | - | - | \$ 9,792.39 |
| Total Disbursements | \$ 44,438.64 | \$ - | \$ - | \$ 44,438.64 |

NBC METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

JUNE 30, 2024

NBC Metro District
Balance Sheet - Governmental Funds
June 30, 2024

| | <u>General</u> | <u>Debt Service</u> | <u>Capital Projects</u> | <u>Total</u> |
|--------------------------------------|------------------------|------------------------|-------------------------|------------------------|
| Assets | | | | |
| Checking Account | \$ 85,636.01 | \$ 115,936.63 | \$ 700.00 | \$ 202,272.64 |
| Colotrust | 861,611.78 | 463,180.16 | - | 1,324,791.94 |
| US Bank 2021 Reserve Fund | - | 335,000.00 | - | 335,000.00 |
| US Bank 2021 Revenue Fund | - | 634,496.49 | - | 634,496.49 |
| Receivable from County Treasurer | 156,907.17 | 288,534.78 | - | 445,441.95 |
| Prepaid Expenses | 934.60 | - | - | 934.60 |
| Total Assets | <u>\$ 1,105,089.56</u> | <u>\$ 1,837,148.06</u> | <u>\$ 700.00</u> | <u>\$ 2,942,937.62</u> |
| Liabilities | | | | |
| Accounts Payable | \$ 103,125.81 | \$ 2,000.00 | \$ 700.00 | \$ 105,825.81 |
| Total Liabilities | <u>103,125.81</u> | <u>2,000.00</u> | <u>700.00</u> | <u>105,825.81</u> |
| Fund Balances | <u>1,001,963.75</u> | <u>1,835,148.06</u> | <u>-</u> | <u>2,837,111.81</u> |
| Liabilities and Fund Balances | <u>\$ 1,105,089.56</u> | <u>\$ 1,837,148.06</u> | <u>\$ 700.00</u> | <u>\$ 2,942,937.62</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.

NBC Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

| | <u>Annual Budget</u> | <u>Actual</u> | <u>Variance</u> |
|--------------------------------------|----------------------|------------------------|------------------------|
| Revenues | | | |
| Property taxes | \$ 467,310.00 | \$ 456,878.25 | \$ 10,431.75 |
| Specific ownership taxes | 23,366.00 | 15,031.61 | 8,334.39 |
| Interest income | 15,000.00 | 12,680.54 | 2,319.46 |
| Other revenue | - | 150.00 | (150.00) |
| Water service fees | 20,000.00 | - | 20,000.00 |
| Total Revenue | <u>525,676.00</u> | <u>484,740.40</u> | <u>40,935.60</u> |
| Expenditures | | | |
| Accounting | 36,000.00 | 20,777.62 | 15,222.38 |
| Auditing | 5,500.00 | - | 5,500.00 |
| County Treasurer's Fee | 7,010.00 | 6,853.19 | 156.81 |
| Dues and membership | 550.00 | 529.69 | 20.31 |
| Insurance | 15,000.00 | 15,195.00 | (195.00) |
| District management | 36,000.00 | 23,433.59 | 12,566.41 |
| Legal | 20,000.00 | 10,848.47 | 9,151.53 |
| Miscellaneous | 3,000.00 | 40.37 | 2,959.63 |
| Repairs and maintenance | 15,000.00 | 48,698.88 | (33,698.88) |
| Site Lighting | 4,000.00 | 3,842.14 | 157.86 |
| Landscaping | 52,000.00 | 44,827.12 | 7,172.88 |
| Landscaping maintenance-floral | 12,000.00 | 7,018.00 | 4,982.00 |
| Pest control | 3,300.00 | 517.50 | 2,782.50 |
| Snow removal | 27,500.00 | 14,323.75 | 13,176.25 |
| Parks and recreation | - | 344.56 | (344.56) |
| Utilities | 50,000.00 | 1,595.45 | 48,404.55 |
| Website | 1,000.00 | 831.40 | 168.60 |
| Contingency | 7,140.00 | - | 7,140.00 |
| Total Expenditures | <u>295,000.00</u> | <u>199,676.73</u> | <u>95,323.27</u> |
| Other Financing Sources (Uses) | | | |
| Transfers to other fund | (300,000.00) | (150,195.08) | (149,804.92) |
| Total Other Financing Sources (Uses) | <u>(300,000.00)</u> | <u>(150,195.08)</u> | <u>(149,804.92)</u> |
| Net Change in Fund Balances | (69,324.00) | 134,868.59 | (204,192.59) |
| Fund Balance - Beginning | 949,559.00 | 867,095.16 | 82,463.84 |
| Fund Balance - Ending | <u>\$ 880,235.00</u> | <u>\$ 1,001,963.75</u> | <u>\$ (121,728.75)</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

NBC Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

| | <u>Annual Budget</u> | <u>Actual</u> | <u>Variance</u> |
|-----------------------------|------------------------|------------------------|------------------------|
| Revenues | | | |
| Property taxes | \$ 859,331.00 | \$ 840,148.16 | \$ 19,182.84 |
| Specific ownership taxes | 42,967.00 | 27,641.43 | 15,325.57 |
| Interest income | - | 2,887.92 | (2,887.92) |
| Total Revenue | <u>902,298.00</u> | <u>870,677.51</u> | <u>31,620.49</u> |
| Expenditures | | | |
| County Treasurer's Fee | 12,890.00 | 12,602.21 | 287.79 |
| Paying agent fees | 2,500.00 | 2,000.00 | 500.00 |
| Loan Interest | 220,220.00 | 110,689.58 | 109,530.42 |
| Non-use fee | 8,065.00 | 4,032.35 | 4,032.65 |
| Loan principal | 405,000.00 | - | 405,000.00 |
| Contingency | 6,325.00 | - | 6,325.00 |
| Total Expenditures | <u>655,000.00</u> | <u>129,324.14</u> | <u>525,675.86</u> |
| Net Change in Fund Balances | 247,298.00 | 741,353.37 | (494,055.37) |
| Fund Balance - Beginning | 956,245.00 | 1,093,794.69 | (137,549.69) |
| Fund Balance - Ending | <u>\$ 1,203,543.00</u> | <u>\$ 1,835,148.06</u> | <u>\$ (631,605.06)</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.

NBC Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending June 30, 2024

| | <u>Annual Budget</u> | <u>Actual</u> | <u>Variance</u> |
|--------------------------------------|----------------------|-------------------|-------------------|
| Expenditures | | | |
| Engineering | - | 700.00 | (700.00) |
| Public Improvements | 300,000.00 | 149,495.08 | 150,504.92 |
| Contingency | 12,205.00 | - | 12,205.00 |
| Total Expenditures | <u>312,205.00</u> | <u>150,195.08</u> | <u>162,009.92</u> |
| Other Financing Sources (Uses) | | | |
| Repay developer advance | (200,000.00) | - | (200,000.00) |
| Developer advance | 200,000.00 | - | 200,000.00 |
| Transfers from other funds | 300,000.00 | 150,195.08 | 149,804.92 |
| Total Other Financing Sources (Uses) | <u>300,000.00</u> | <u>150,195.08</u> | <u>149,804.92</u> |
| Net Change in Fund Balances | (12,205.00) | - | (12,205.00) |
| Fund Balance - Beginning | 12,205.00 | - | 12,205.00 |
| Fund Balance - Ending | <u>\$ -</u> | <u>\$ -</u> | <u>\$ -</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.

NBC METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2024
Updated as of September 12, 2024

| | <u>General Fund</u> | <u>Debt Service Fund</u> | <u>Capital Projects Fund</u> | <u>Total</u> |
|---|-------------------------|------------------------------|----------------------------------|------------------------|
| <u>Wells Fargo Bank - Checking Account</u> | | | | |
| Balance as of 06/30/24 | \$ 85,636.01 | \$ 115,936.63 | \$ 700.00 | \$ 202,272.64 |
| Subsequent activities: | | | | - |
| 7/1/2024 Bill.com Payables | (42,078.36) | (2,000.00) | - | (44,078.36) |
| 7/10/2024 Property Tax - June | 156,907.17 | 288,534.78 | - | 445,441.95 |
| 7/12/2024 Crestone Financial | 200.00 | - | - | 200.00 |
| 7/12/2024 Affordable American Insurance | 100.00 | - | - | 100.00 |
| 7/12/2024 Landsea Homes Of Colorado | 100.00 | - | - | 100.00 |
| 7/19/2024 Affordable American Insurance | 50.00 | - | - | 50.00 |
| 7/26/2024 Bill.com Payables | (57,105.39) | - | (700.00) | (57,805.39) |
| 7/31/2024 City Of Westminster | (5,462.79) | - | - | (5,462.79) |
| 8/12/2024 Property Tax - July | 2,620.58 | 4,818.96 | - | 7,439.54 |
| 8/21/2024 Bill.com Payables | (79,810.62) | - | - | (79,810.62) |
| 8/23/2024 CIO Cirle Point | 3,250.20 | - | - | 3,250.20 |
| 8/23/2024 Swisslog Healthcare | 150.00 | - | - | 150.00 |
| 8/29/2024 City Of Westminster | (9,792.39) | - | - | (9,792.39) |
| 9/12/2024 Property Tax - August | 2,479.25 | 4,559.06 | - | 7,038.31 |
| Anticipated Activities: | | | | |
| Bill.com Payables | (34,646.25) | - | - | (34,646.25) |
| Anticipated Transfer to ColoTrust | - | (411,849.43) | - | (411,849.43) |
| <i>Anticipated Balance</i> | <u>22,597.41</u> | <u>-</u> | <u>-</u> | <u>22,597.41</u> |
| <u>Colotrust - General Operating - #8001</u> | | | | |
| Balance as of 06/30/24 | 861,611.78 | 463,180.16 | - | 1,324,791.94 |
| Subsequent activities: | | | | |
| 7/31/2024 Interest Income | 3,965.31 | 2,131.65 | - | 6,096.96 |
| 8/31/2024 Interest Income | 3,971.42 | 2,134.93 | - | 6,106.35 |
| Anticipated Activities: | | | | |
| Anticipated Transfer from Wells Fargo | - | 411,849.43 | - | 411,849.43 |
| <i>Anticipated Balance</i> | <u>869,548.51</u> | <u>879,296.17</u> | <u>-</u> | <u>1,748,844.68</u> |
| <u>USBank - 2021 Revenue Fund</u> | | | | |
| Balance as of 06/30/24 | - | 634,496.49 | - | 634,496.49 |
| <i>Anticipated Balance</i> | <u>-</u> | <u>634,496.49</u> | <u>-</u> | <u>634,496.49</u> |
| <u>USBank - 2021 Reserve Fund</u> | | | | |
| Balance as of 06/30/24 | - | 335,000.00 | - | 335,000.00 |
| <i>Anticipated Balance</i> | <u>-</u> | <u>335,000.00</u> | <u>-</u> | <u>335,000.00</u> |
| <u>USBank - 2021 COI Fund</u> | | | | |
| <i>Anticipated Balances</i> | <u>\$ 892,145.92</u> | <u>\$ 1,848,792.66</u> | <u>\$ -</u> | <u>\$ 2,740,938.58</u> |

Yield Information:

Colotrust Plus (as of June 2024) 5.4069%

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.

**NBC METROPOLITAN DISTRICT
PROPERTY TAX RECONCILIATION
2024**

| | CURRENT YEAR | | | | | | PRIOR YEAR | | | | |
|-----------|-----------------|---|--------------------------|----------|------------------|---------------------|------------------------------------|--------|---------------------|------------------------------------|---------|
| | Property Taxes | Delinquent Taxes, Taxes, Refunds & Abatements | Specific Ownership Taxes | Interest | Treasurer's Fees | Net Amount Received | % of Total Property Taxes Received | | Total Cash Received | % of Total Property Taxes Received | |
| | | | | | | | Monthly | YTD | | Monthly | YTD |
| January | \$ - | \$ - | \$ 8,469.76 | \$ - | \$ - | \$ 8,469.76 | 0.00% | 0.00% | \$ 6,137.86 | 0.00% | 0.00% |
| February | 444,519.97 | - | 7,164.91 | - | (6,667.80) | 445,017.08 | 33.51% | 33.51% | 451,269.49 | 46.79% | 46.79% |
| March | 208,070.05 | - | 6,734.88 | - | (3,121.05) | 211,683.88 | 15.68% | 49.19% | 32,265.03 | 2.28% | 49.07% |
| April | 24,059.90 | - | 6,948.63 | - | (360.90) | 30,647.63 | 1.81% | 51.00% | 26,539.55 | 2.26% | 51.33% |
| May | 175,866.47 | - | 5,755.28 | - | (2,638.00) | 178,983.75 | 13.26% | 64.26% | 20,432.14 | 1.57% | 52.90% |
| June | 444,510.02 | - | 7,599.58 | - | (6,667.65) | 445,441.95 | 33.51% | 97.77% | 419,870.26 | 43.58% | 96.48% |
| July | - | - | - | - | - | - | 0.00% | 97.77% | 40,010.88 | 3.52% | 100.00% |
| August | - | - | - | - | - | - | 0.00% | 97.77% | 7,874.27 | 0.08% | 100.08% |
| September | - | - | - | - | - | - | 0.00% | 97.77% | 5,683.15 | 0.00% | 100.08% |
| October | - | - | - | - | - | - | 0.00% | 97.77% | 5,954.54 | 0.00% | 100.08% |
| November | - | - | - | - | - | - | 0.00% | 97.77% | 5,478.80 | 0.00% | 100.08% |
| December | - | - | - | - | - | - | 0.00% | 97.77% | 4,277.07 | 0.00% | 100.08% |
| | \$ 1,297,026.41 | \$ - | \$ 42,673.04 | \$ - | \$ (19,455.40) | \$ 1,320,244.05 | 97.77% | 97.77% | \$ 1,025,793.04 | 100.08% | 100.08% |

Property Tax

| | | | | | | |
|-------------------|--------------|-----------------|---------|-----------------|--------|--|
| | | | | | | |
| General Fund | 18.00 mills | \$ 467,310.00 | 35.23% | \$ 456,878.24 | 97.77% | |
| Debt Service Fund | 33.100 mills | 859,331.00 | 64.77% | 840,148.17 | 97.77% | |
| | | \$ 1,326,641.00 | 100.00% | \$ 1,297,026.41 | 97.77% | |

Specific Ownership Tax *

| | | | | | | |
|-------------------|--|--------------|---------|--------------|--------|--|
| | | | | | | |
| General Fund | | \$ 23,366.00 | 35.23% | \$ 15,031.60 | 64.33% | |
| Debt Service Fund | | 42,967.00 | 64.77% | 27,641.44 | 64.33% | |
| | | \$ 66,333.00 | 100.00% | \$ 42,673.04 | 64.33% | |

Treasurer's Fees

| | | | | | | |
|-------------------|--|--------------|---------|--------------|--------|--|
| | | | | | | |
| General Fund | | \$ 7,010.00 | 35.23% | \$ 6,853.18 | 97.76% | |
| Debt Service Fund | | 12,890.00 | 64.77% | 12,602.22 | 97.77% | |
| | | \$ 19,900.00 | 100.00% | \$ 19,455.40 | 97.77% | |

| | |
|--------------|------------|
| A.V. | |
| Certified | 25,961,663 |
| Mills | |
| General | 18.000 |
| Debt Service | 33.100 |
| | 51.100 |

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.

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

Services Provided

NBC Metropolitan District (District), a quasi-municipal corporation, was organized by court order on May 18, 2000, recorded on June 8, 2000, and is governed pursuant to provisions of the Colorado Special District Act. In accordance with its Service Plan, the District was formed to provide for the design, construction, installation, financing and acquisition of certain water, sanitation, street, safety protection, park and recreation, transportation, and television relay and translation improvements in its service area located entirely within the City of Westminster in Jefferson County.

The District was formed in May 2000 by election. The election approved an increase in taxes of \$1,000,000 annually for general operations and maintenance; general obligation indebtedness of \$15,900,000 for streets, \$1,500,000 for safety controls, \$1,900,000 for water facilities, \$5,400,000 for sewer and storm drainage facilities, \$4,000,000 for parks, \$1,300,000 for television relay and translation (for a total debt authorization of \$30,000,000), and \$30,000,000 for refunding debt at higher interest rates. The voters also approved the District's ability to annually collect and retain all revenue, other than property taxes, without regard to TABOR limitations. In addition, on November 6, 2012, a majority of the qualified electors of the District approved an increase in taxes of \$1,000,000 annually for general operations and maintenance and of \$30,000,000 annually for intergovernmental agreements. Also, the electors authorized the issuance of indebtedness in an amount not to exceed \$211,000,000. This includes an additional \$30,000,000 each for water facilities, sewer and storm drainage facilities, streets, safety controls, parks, television relay and translation, and public transportation. Also, the electors authorized the refunding of up to \$30,000,000 in general obligation bonds at a higher interest rate.

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

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 District's maximum Required Mill Levy is 50.000 mills for debt service, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Series 2021 Loan (defined below) as the same become due and payable and to make up any deficiencies in the Reserve Fund capped at the 50.000 mills for debt service.

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.

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

Revenues (Continued)

Property Taxes (Continued)

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

| Category | Rate | Category | Rate | Actual Value Reduction | Amount |
|---------------------------|-------------|-----------------------|-------------|-------------------------------|---------------|
| Single-Family Residential | 6.70% | Agricultural Land | 26.40% | Single-Family Residential | \$55,000 |
| Multi-Family Residential | 6.70% | Renewable Energy Land | 26.40% | Multi-Family Residential | \$55,000 |
| Commercial | 27.90% | Vacant Land | 27.90% | Commercial | \$30,000 |
| Industrial | 27.90% | Personal Property | 27.90% | Industrial | \$30,000 |
| Lodging | 27.90% | State Assessed | 27.90% | Lodging | \$30,000 |
| | | Oil & Gas Production | 87.50% | | |

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 forecast assumes that the District's share will be equal to approximately 7% of the property taxes collected by both the General Fund and the Debt Service Fund.

Developer Advance

A significant portion of public improvement costs of the District are expected to be funded by the Developer.

Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

Expenditures

Administrative and Operating Expenditures

Administrative expenditures include the services necessary to maintain the District's administrative viability such as accounting, insurance, legal and management expenses. Operating expenditures include the street and sidewalk maintenance and landscape maintenance and water. These expenditures are based on estimates of the District's Board of Directors and consultants.

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.

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

Expenditures (Continued)

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2021 Loan. The District's current debt service schedule is attached.

Debt and Leases

On April 13, 2021 the District entered into the Limited Tax General Obligation Refunding and Improvement Loan, Series 2021 (Series 2021 Loan) with U.S. Bank National Association in the principal amount of \$12,868,000, with an Initial Advance Amount of \$9,695,000. The loan bears an interest rate of 2.50%, with interest payments calculated based on a 360-day year and the actual days elapsed in each period made on June 1 and December 1 of each year, and principal payments on December 1 of each year. Proceeds were used and will be used for the purposes of paying and cancelling the Series 2015 Loan, acquiring and constructing certain public improvements, providing an initial deposit to the Reserve Fund, and paying the costs of issuing the Series 2021 Loan.

The pledged revenue includes: a) all moneys derived from the Required Mill Levy; b) the portion of the Specific Ownership Taxes allocable to the amount of the Required Mill Levy; and c) any other legally available moneys which the Board determines in its sole discretion to apply as Pledged Revenue. The Required Mill Levy is defined as the amount sufficient in each year to pay the Annual Debt Requirements and to replenish the Reserve Fund to the Required Reserve but not in excess of 50 mills, as may be adjusted so that to the extent possible, actual tax revenues generated by the District's mill levies are neither diminished nor enhanced as a result of changes to the method of calculating assessed valuation.

The District will pay the Lender the Non-Use Fee in an amount equal to 0.25% per annum of the Unfunded Maximum Advancing Amount in effect from time to time in accordance with the terms of the Loan Agreement.

The District has no operating or capital leases.

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

Reserve Funds

Emergency Reserve

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

Debt Service Reserve

The Series 2021 Loan has a debt service Initial Reserve Requirement of \$335,000.

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

\$9,695,000

Limited Tax General Obligation Refunding and Improvement Loan Draw #1

Series 2021

Dated April 13, 2021

Interest Rate of 2.50%

Payable June 1 and December 1

Principal due December 1

| <u>Year Ending December 31,</u> | <u>Principal</u> | <u>Interest</u> | <u>Total</u> |
|---------------------------------|---------------------|---------------------|----------------------|
| 2023 | \$ 340,000 | \$ 229,392 | \$ 569,392 |
| 2024 | 405,000 | 220,774 | 625,774 |
| 2025 | 420,000 | 210,509 | 630,509 |
| 2026 | 435,000 | 199,863 | 634,863 |
| 2027 | 440,000 | 188,837 | 628,837 |
| 2028 | 465,000 | 177,684 | 642,684 |
| 2029 | 475,000 | 165,898 | 640,898 |
| 2030 | 490,000 | 153,858 | 643,858 |
| 2031 | 463,000 | 141,438 | 604,438 |
| 2032 | 443,000 | 129,702 | 572,702 |
| 2033 | 463,000 | 118,473 | 581,473 |
| 2034 | 483,000 | 106,737 | 589,737 |
| 2035 | 505,000 | 94,494 | 599,494 |
| 2036 | 528,000 | 81,694 | 609,694 |
| 2037 | 552,000 | 68,311 | 620,311 |
| 2038 | 576,000 | 54,319 | 630,319 |
| 2039 | 602,000 | 39,719 | 641,719 |
| 2040 | 965,000 | 24,460 | 989,460 |
| Total | <u>\$ 9,050,000</u> | <u>\$ 2,406,159</u> | <u>\$ 11,456,159</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.



JEFFERSON
COUNTY COLORADO

AUG 29 2024

SCOT KERSGAARD

Assessor

August 26, 2024

OFFICE OF THE ASSESSOR
100 Jefferson County Parkway
Golden, CO 80419-2500
Phone: 303-271-8600
Fax: 303-271-8616
Website: <http://assessor.jeffco.us>
E-mail Address: assessor@jeffco.us

NBC METROPOLITAN DISTRICT
ANN FINN
141 UNION BLVD 150
LAKEWOOD CO 80228-1898

Code # 4653

CERTIFICATION OF VALUATION

The Jefferson County Assessor reports a taxable assessed valuation for your taxing entity for 2024 of:

\$25,808,870

The breakdown of the taxable valuation of your property is enclosed. The certification reflects any adjustments enacted by the Legislature, including adjustments resulting from Senate Bill 22-238 and Senate Bill 23B-001.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

SCOT KERSGAARD
Jefferson County Assessor

enc

CERTIFICATION OF VALUATION BY JEFFERSON COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 26, 2024

NAME OF TAX ENTITY: NBC METROPOLITAN DISTRICT

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2024:

| | | | |
|---|-----|----|------------|
| 1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: | 1. | \$ | 25,961,663 |
| 2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡ | 2. | \$ | 25,808,870 |
| 3. LESS TOTAL TIF AREA INCREMENTS, IF ANY: | 3. | \$ | 0 |
| 4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION: | 4. | \$ | 25,808,870 |
| 5. NEW CONSTRUCTION: * | 5. | \$ | 0 |
| 6. INCREASED PRODUCTION OF PRODUCING MINE: ≈ | 6. | \$ | 0 |
| 7. ANNEXATIONS/INCLUSIONS: | 7. | \$ | 0 |
| 8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈ | 8. | \$ | 0 |
| 9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐ | 9. | \$ | 0 |
| 10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified: | 10. | \$ | 0 |
| 11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.): | 11. | \$ | 0 |

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2024:

| | | | |
|--|----|----|-------------|
| 1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶ | 1. | \$ | 155,441,871 |
|--|----|----|-------------|

ADDITIONS TO TAXABLE REAL PROPERTY

| | | | |
|--|----|----|---|
| 2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: | 2. | \$ | 0 |
| 3. ANNEXATIONS/INCLUSIONS: | 3. | \$ | 0 |
| 4. INCREASED MINING PRODUCTION: § | 4. | \$ | 0 |
| 5. PREVIOUSLY EXEMPT PROPERTY: | 5. | \$ | 0 |
| 6. OIL OR GAS PRODUCTION FROM A NEW WELL: | 6. | \$ | 0 |
| 7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.): | 7. | \$ | 0 |

DELETIONS FROM TAXABLE REAL PROPERTY

| | | | |
|---|-----|----|---|
| 8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: | 8. | \$ | 0 |
| 9. DISCONNECTIONS/EXCLUSIONS: | 9. | \$ | 0 |
| 10. PREVIOUSLY TAXABLE PROPERTY: | 10. | \$ | 0 |

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

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

| | | | |
|---|----|----|-------------|
| 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY | 1. | \$ | 163,286,733 |
|---|----|----|-------------|

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

| | | | |
|--|--|----|---|
| HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** | | \$ | 0 |
|--|--|----|---|

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

RESOLUTION NO. 2024-10-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NBC METROPOLITAN DISTRICT
TO ADOPT THE 2024 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the NBC Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2024, for its consideration; and

WHEREAS, 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 9, 2024, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, 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; and

WHEREAS, 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.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, 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, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the NBC Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the NBC Metropolitan District for the 2025 fiscal year.
2. That the budget, as 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. That 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.

ADOPTED this 9th day of October, 2024.

Secretary

EXHIBIT A
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the NBC Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the NBC Metropolitan District held on October 9, 2024.

By: _____
Secretary

RESOLUTION NO. 2024-10-__
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE NBC METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the NBC Metropolitan District (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on October 9, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of NBC Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2025 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 purposes of meeting all debt service fund expenses of the District during the 2025 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 the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Jefferson County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** 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.

ADOPTED this 9th day of October, 2024.

Secretary

EXHIBIT A
(Certification of Tax Levies)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the NBC Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the NBC Metropolitan District held on October 9, 2024.

Secretary

RESOLUTION NO. 2024-10-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
NBC METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

- A. The term of the office to which Director Joseph Zanone has previously been appointed expires upon his re-election, or the election of his successor at the Election, and upon such successor taking office.
- B. Two vacancies currently exist on the Board of Directors.
- C. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect one (1) Director to serve until the next regular election, to occur May 7, 2027, and two (2) Directors to serve until the second regular election, to occur May 8, 2029.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the NBC Metropolitan District (the “**District**”) of the County of Jefferson, Colorado:

1. Date and Time of Election. The Election shall be held on May 6, 2024, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, one (1) Director shall be elected to serve until the next regular election, to occur May 4, 2027, and two (2) Directors shall be elected to serve until the second regular election, to occur May 8, 2029.
2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.
3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.
4. Designated Election Official. Peggy Ripko shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.
5. Call for Nominations. The Designated Election Official shall provide Call for Nominations as required under Section 1-13.5-501, C.R.S., as applicable.

6. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with Peggy Ripko, the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228-1898 between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

7. Self-Nomination and Acceptance Forms. Self-Nomination and Acceptance Forms are available and can be obtained from Peggy Ripko, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228-1898, (303) 987-0835 and on the District's website at: <https://nbcmetrodistrict.com/>.

8. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 4, 2025, the sixty-third day prior to the regular election, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

9. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

10. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

11. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of the District.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025]**

RESOLUTION APPROVED AND ADOPTED on October 9, 2024.

NBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2024-10-_____
NBC METROPOLITAN DISTRICT
FURTHER AMENDING POLICY ON COLORADO OPEN RECORDS ACT REQUESTS

A. On November 11, 2013, NBC Metropolitan District (the “**District**”) adopted Resolution No. 2013-11-05 Regarding Colorado Open Records Act Requests (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, and on November 2, 2023, the District amended the Resolution and Policy through the adoption of Resolution No. 2023-11-05 NBC Metropolitan District Amending Policy On Colorado Open Records Act Requests (the “**Amendment**”).

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of NBC Metropolitan District, Jefferson 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 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 may charge a fee not to exceed twenty-five cents per standard page for a copy of a public record or a fee not to exceed the actual cost of providing a copy, printout, or photograph of a public record in a format other than a standard page. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2024-10-____]

RESOLUTION APPROVED AND ADOPTED ON October 9, 2024.

NBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: September 23, 2024

RE: Notice of 2025 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by (2.5%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.