

PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT (F/K/A SBC METROPOLITAN DISTRICT)

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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<https://sbcmd.colorado.gov/>

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Keiffer Garton	President	2025/May 2025
Katie Kier	Treasurer	2025/May 2025
VACANT		2025/May 2025
VACANT		2027/May 2027
VACANT		2027/May 2027
David Solin	Secretary	non-elected position

DATE: Tuesday, November 12, 2024

TIME: 1:00 p.m.

PLACE: via Zoom

** Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

Join Zoom Meeting:

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Dial In: 1-719-359-4580

Meeting ID: 546 911 9353

Passcode: 912873

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 speaker.
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II. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.
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- B. Confirm quorum, location of meeting and posting of meeting notices. Approve agenda.
-
- C. Review and approve the Minutes from the June 26, 2024 Special Meeting (enclosure).
-

- D. Discuss vacancies on the Board and consider the appointment of eligible elector, Relina Dajani, to the Board of Directors of the District. (Notice of Vacancy published October 21, 2024). Administer Oaths of Office.
-

- E. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Asst. Secretaries _____

- F. Discuss business to be conducted in 2025 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates and consider adoption of Resolution Establishing Regular Meeting Dates, Time, and Location and Designating Location for Posting of 24-Hour Notices (enclosure).
-

- G. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2025 (District Transparency Notice).
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- H. Authorize renewal of District’s insurance and Special District Association (SDA) membership for 2025.
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- I. Website Accessibility Discussion.

1. Establish Website Accessibility Committee or authorize District Manager to make final determinations regarding engagement and/or termination of service providers, if necessary.
-

III. FINANCIAL MATTERS

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

Fund	Period Ending July 31, 2024	Period Ending Aug. 31, 2024	Period Ending Sept. 30, 2024	Period Ending Oct. 31, 2024
General	\$ 47,151.71	\$ 42,987.48	\$ 32,607.24	\$ 36,034.65
Debt Service	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 47,151.71	\$ 42,987.48	\$ 32,607.24	\$ 36,034.65

- B. Review and accept unaudited financial statements for the period ending September 30, 2024 and Cash Position Statement dated September 30, 2024 (to be distributed).

- C. Discuss statutory requirements for an audit. Consider the engagement of Boggs Kofford P.C. to perform the 2024 Audit (enclosure).

- 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 assessed valuations, 2025 draft Budget and Resolutions).

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

- G. Consider appointment of District Accountant to prepare the 2026 Budget and set date for public hearing to adopt the 2026 Budget.

- H. Review and consider approval of Special Districts Preparation Statement of Work (SOW) between the District and CliftonLarsonAllen LLP for 2025 Accounting Services (to be distributed).

IV. 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.

V. CAPITAL IMPROVEMENTS

- A. Discuss capital improvement projects.

VI. OPERATIONS AND MAINTENANCE

- A. Review and consider approval of Change Order No. 1 to Service Agreement for 2022/2023 Snow Removal Services between the District and Rocky Mountain Parking Lot Services, Inc. for Snow Removal Services for 2024/2025 (enclosure).
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- B. Ratify approval of Service Agreement for 2024 Detention Pond Maintenance Services between the District and EMR Enterprises, LLC (to be distributed).
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VII. OTHER BUSINESS

- A. _____

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

Informational Enclosure:

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

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
PROLOGIS CENTRAL PARK BUSINESS CENTER
METROPOLITAN DISTRICT (F/K/A SBC METROPOLITAN
DISTRICT) (THE “DISTRICT”)
HELD
JUNE 26, 2024**

A Special Meeting of the Board of Directors (referred to hereafter as the “**Board**”) of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC Metropolitan District) was duly held on Wednesday, the 26th day of June, 2024, at 1:00 p.m. This District Board meeting was held via Zoom videoconference and was open to the public.

ATTENDANCE

Directors In Attendance Were:

Keiffer Garton, President
Katie Kier, Treasurer

Also In Attendance Were:

David Solin and Diana Garcia; Special District Management Services, Inc.
Tim O’Connor, Esq.; McGeady Becher P.C.
Lindsay Ross; CliftonLarsonAllen LLP
Anne LaPlace; ProLogis (for a portion of the meeting)

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Disclosures 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 O’Connor 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**

Confirm Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Solin 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, seconded by and, upon vote unanimously carried, it was determined 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 manner or any requests that the meeting place be changed by taxpaying electors within the District’s boundaries have been received.

RECORD OF PROCEEDINGS

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, 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 on the District website at least 24-hours prior to each meeting. If the website is unavailable, notices shall be posted at the following location: light pole on the north side of 47th Street between Havana and Geneva.

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

Minutes: The Board reviewed the Minutes from the November 14, 2023 Regular Meeting. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board approved the Minutes from the November 14, 2023 Regular Meeting.

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

Payment of Claims: The Board considered ratifying approval of the payment of claims in the amounts and through the periods ending as follows:

Fund	Period Ending Nov. 30, 2023	Period Ending Dec. 31, 2023	Special Payment Dec. 31, 2023	Period Ending Jan. 31, 2024
General	\$22,557.76	\$96,916.12	\$2,020.00	\$15,761.44
Debt Service	\$-0-	\$-0-	\$-0-	\$-0-
Capital Projects	\$-0-	\$-0-	\$-0-	\$-0-
Total	\$22,557.76	\$96,916.12	\$2,020.00	\$15,761.44

Fund	Period Ending Feb 29, 2024	Period Ending March 31, 2024	Period Ending April 30, 2024	Period Ending May 31, 2024
General	\$8,628.22	\$65,550.88	\$25,767.63	\$56,243.36
Debt Service	\$1,050.00	\$-0-	\$-0-	\$-0-
Capital Projects	\$-0-	\$-0-	\$-0-	\$-0-
Total	\$9,678.22	\$65,550.88	\$25,767.63	\$56,243.36

Fund	Period Ending June 30, 2024
General	\$47,554.99
Debt Service	\$-0-
Capital Projects	\$-0-
Total	\$47,554.99

Following discussion, upon motion duly made, seconded and unanimously carried, the Board ratified approval of the claims.

Unaudited Financial Statements and Schedule of Cash Position: Ms. Ross reviewed the Unaudited Financial Statements for the period ending March 31, 2024 and the Schedule of Cash Position as of March 31, 2024, updated as of June 20, 2024. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, upon vote, unanimously carried, the Board accepted

RECORD OF PROCEEDINGS

the Unaudited Financial Statements for the period ending March 31, 2024 and the Schedule of Cash Position as of March 31, 2024, updated as of June 20, 2024.

2023 Audit: Ms. Ross reviewed the 2023 draft Audit with the Board. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board approved the 2023 Audit, subject to final legal review and authorized execution of the Representations Letter.

LEGAL MATTERS

Service Agreement for Security Consulting between the District and Jpden

Consulting LLC: The Board reviewed the Service Agreement for Security Services between the District and Jpden Consulting LLC. Following discussion, upon motion duly made by Director Garton, seconded by Director Kier, and upon vote, unanimously carried, the Board ratified approval of the Service Agreement for Security Consulting between the District and Jpden Consulting LLC.

Agreement for Monument Sign between the District and Architectural

Graphics, Inc. d/b/a AGI: The Board reviewed the Agreement for Monument Sign between the District and Architectural Graphics, Inc. d/b/a AGI. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote, unanimously carried, the Board approved the Agreement for Monument Sign between the District and Architectural Graphics, Inc. d/b/a AGI.

CAPITAL IMPROVEMENTS

Capital Improvement Projects: Director Kier provided a brief update on the capital improvements projects, noting that the approval of permit is still pending.

OPERATIONS AND MAINTENANCE

Change Order No. 1 with SavATree, LLC: The Board reviewed Change Order No. 1 to a Service Agreement for Tree Care Services between the District and SavATree, LL, d/b/a SavATree. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote unanimously carried, the Board ratified approval of Change Order No. 1 Service Agreement for Tree Care Services between the District and SavATree, LL, d/b/a SavATree.

Detention Pond Report from Independent District Engineering Services, LLC (“IDES”): The Board reviewed the Detention Pond Report from IDES.

2024 Pond Maintenance Services from EMR Enterprises, LLC: The Board reviewed the 2024 Pond Maintenance Services from EMR Enterprises, LLC during discussion of the Detention Pond Report from IDES. Following discussion, upon motion duly made by Director Kier, seconded by Director Garton, and upon vote unanimously carried, the Board approved the 2024 Pond Maintenance Services from EMR Enterprises, LLC.

OTHER BUSINESS

The Board discussed an update on a proposed easement.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RESOLUTION NO. 2024-11-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN
DISTRICT (F/K/A SBC 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 SBC Metropolitan District (the “**District**”), Denver 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 ___ and November __, 2025 at 1:00 p.m., virtually

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each director.

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s) physical location(s), and any such objections shall be considered by the District Board in setting future meetings.

7. That the District has established the following District Website, <https://prologiscentralparkbusinesscentermd.colorado.gov/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) Light pole on north side of 47th Street between Havana and Geneva.

9. Special District Management Services, Inc., or its 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 November 12, 2024.

SBC METROPOLITAN DISTRICT

By: _____
President

Attest:

Secretary

**Prologis Central Park Business Center Metropolitan District
July-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Brightview Landscape Services, Inc.	5948498	6/20/2024	7/5/2024	\$ 351.43	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5954752	6/26/2024	7/11/2024	\$ 489.55	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5949326	6/21/2024	7/6/2024	\$ 220.00	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	8966796	7/1/2024	7/16/2024	\$ 16,151.00	Landscape - Contract	7585-30657-10001	General Fund
Brightview Landscape Services, Inc.	5954753	6/26/2024	7/11/2024	\$ 404.84	Irrigation Repairs	7582-30657-10002	General Fund
CliftonLarsonAllen LLP	L241393765	6/19/2024	6/19/2024	\$ 2,301.26	Accounting	7000	General Fund
CliftonLarsonAllen LLP	L241467518	7/12/2024	7/12/2024	\$ 2,399.44	Accounting	7000	General Fund
Critter Gitterz	2024 09882	6/1/2024	7/1/2024	\$ 300.00	Mosquito control	7604	General Fund
Denver Water	10210 June 2024	6/13/2024	6/13/2024	\$ 190.00	Utilities	7701	General Fund
Denver Water	5503 June 2024	6/13/2024	6/13/2024	\$ 1,219.31	Utilities	7701	General Fund
Denver Water	10324 June 2024	6/13/2024	6/13/2024	\$ 630.90	Utilities	7701	General Fund
Denver Water	4699 Florence June 2024	6/13/2024	6/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4699 June 2024	6/13/2024	6/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4648 June 2024	6/13/2024	6/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	5595 June 2024	6/13/2024	6/13/2024	\$ 53.70	Utilities	7701	General Fund
Diversified Underground, Inc.	30108	6/30/2024	7/30/2024	\$ 40.00	Locates	7582-30657-10001	General Fund
Jpden Consulting LLC	103	7/1/2024	7/31/2024	\$ 740.00	Security	7570	General Fund
McGeady Becher P.C.	460W 05/2024	5/31/2024	5/31/2024	\$ 699.11	Legal	7460	General Fund
Savatree	335227	6/19/2024	7/19/2024	\$ 11,010.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Savatree	317609	6/17/2024	7/17/2024	\$ 4,023.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Spear Security Inc.	PCPB04	7/1/2024	7/16/2024	\$ 950.00	Security	7570	General Fund
Special District Mgmt. Services Inc	Jun-24	6/30/2024	6/30/2024	\$ 2,187.54	District management	7440	General Fund
Storm Water Asset Protection LLC	PS-INV103037	5/31/2024	5/31/2024	\$ 2,504.56	Storm drainage	7856	General Fund
Utility Notification Center of Colorado	224061287	6/30/2024	6/30/2024	\$ 10.32	Locates	7582-30657-10001	General Fund
Xcel Energy	883183676	6/25/2024	7/16/2024	\$ 114.65	Utilities	7701	General Fund
				\$ 47,151.71			

Prologis Central Park Business Center Metropolitan District

July-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 44,782.05	\$ -	\$ -	\$ 44,782.05
Denver Water	\$ 2,255.01			\$ 2,255.01
Xcel - Auto Pay	\$ 114.65	-	-	\$ 114.65
Total Disbursements from Checking Acct	\$ 47,151.71	\$ -	\$ -	\$ 47,151.71

Prologis Central Park Business Center Metropolitan District
August-24

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Brightview Landscape Services, Inc.	5978811	7/17/2024	8/1/2024	\$ 408.48	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	9006247	8/1/2024	8/16/2024	\$ 16,151.00	Landscape - Contract	7585-30657-10001	General Fund
Brightview Landscape Services, Inc.	5989231	7/26/2024	8/10/2024	\$ 488.58	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5989233	7/26/2024	8/10/2024	\$ 480.86	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5990620	7/29/2024	8/13/2024	\$ 367.92	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	8992140	7/18/2024	8/2/2024	\$ 1,664.62	Landscape - Repairs and Maintenance	7585-30657-10000	General Fund
Brightview Landscape Services, Inc.	5978572	7/17/2024	8/1/2024	\$ 443.29	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5996268	8/2/2024	8/17/2024	\$ 199.91	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5985621	7/24/2024	8/8/2024	\$ 295.22	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5978705	7/17/2024	8/1/2024	\$ 466.41	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5978755	7/17/2024	8/1/2024	\$ 292.32	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	8994301	7/23/2024	8/7/2024	\$ 2,690.00	Irrigation Repairs	7582-30657-10002	General Fund
Denver Water	10210 July 2024	7/12/2024	7/12/2024	\$ 203.20	Utilities	7701	General Fund
Denver Water	4699 Florence July 2024	7/12/2024	7/12/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	5503 July 2024	7/12/2024	7/12/2024	\$ 2,704.31	Utilities	7701	General Fund
Denver Water	4699 July 2024	7/12/2024	7/12/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4698 July 2024	7/12/2024	7/12/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	10324 July 2024	7/12/2024	7/12/2024	\$ 878.43	Utilities	7701	General Fund
Denver Water	5595 July 2024	7/12/2024	7/12/2024	\$ 53.70	Utilities	7701	General Fund
Diversified Underground, Inc.	30321	7/31/2024	8/30/2024	\$ 10.00	Locates	7582-30657-10001	General Fund
Jpden Consulting LLC	104	8/1/2024	8/31/2024	\$ 770.00	Security	7570	General Fund
McGeady Becher P.C.	460W 06/2024	6/30/2024	6/30/2024	\$ 2,783.67	Legal	7460	General Fund
McGeady Becher P.C.	460W 07/2024	7/31/2024	7/31/2024	\$ 1,830.41	Legal	7460	General Fund
Savatree	412025	7/18/2024	8/17/2024	\$ 640.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Savatree	412412	7/18/2024	8/17/2024	\$ 1,450.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Savatree	440887	7/27/2024	8/26/2024	\$ 2,422.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Spear Security Inc.	PCPB05	8/1/2024	8/16/2024	\$ 950.00	Security	7570	General Fund
Special District Mgmt. Services Inc	Jul-24	7/31/2024	7/31/2024	\$ 2,853.20	District management	7440	General Fund
Storm Water Asset Protection LLC	PS-INV103049	6/30/2024	6/30/2024	\$ 1,222.44	Storm drainage	7856	General Fund
Utility Notification Center of Colorado	224071281	7/31/2024	7/31/2024	\$ 2.58	Locates	7582-30657-10001	General Fund
Xcel Energy	886857006	7/23/2024	8/12/2024	\$ 103.83	Utilities	7701	General Fund
				\$ 42,987.48			

Prologis Central Park Business Center Metropolitan District

August-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 38,882.91	\$ -	\$ -	\$ 38,882.91
Denver Water	\$ 4,000.74			\$ 4,000.74
Xcel - Auto Pay	\$ 103.83	-	-	\$ 103.83
Total Disbursements from Checking Acct	\$ 42,987.48	\$ -	\$ -	\$ 42,987.48

**Prologis Central Park Business Center Metropolitan District
September-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Brightview Landscape Services, Inc.	6035207	9/10/2024	9/25/2024	\$ 335.47	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6035211	9/10/2024	9/25/2024	\$ 480.80	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6016283	8/21/2024	9/5/2024	\$ 400.04	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	9045768	9/1/2024	9/16/2024	\$ 16,151.00	Landscape - Contract	7585-30657-10001	General Fund
Brightview Landscape Services, Inc.	6035188	9/10/2024	9/25/2024	\$ 492.25	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6035083	9/10/2024	9/25/2024	\$ 492.25	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	5967922	7/9/2024	7/24/2024	\$ 378.24	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6016282	8/21/2024	9/5/2024	\$ 447.08	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6035084	9/10/2024	9/25/2024	\$ 370.75	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6038208	9/12/2024	9/27/2024	\$ 287.58	Irrigation Repairs	7582-30657-10002	General Fund
CliftonLarsonAllen LLP	L241546331	7/31/2024	7/31/2024	\$ 1,148.50	Accounting	7000	General Fund
Critter Gitterz	2024 10149	8/17/2024	9/16/2024	\$ 300.00	Mosquito control	7604	General Fund
Denver Water	10210 Aug. 2024	8/13/2024	8/13/2024	\$ 460.60	Utilities	7701	General Fund
Denver Water	10324 Aug. 2024	8/13/2024	8/13/2024	\$ 1,008.30	Utilities	7701	General Fund
Denver Water	4698 Aug. 2024	8/13/2024	8/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4699 Aug. 2024	8/13/2024	8/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	5595 Aug. 2024	8/13/2024	8/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4699 Florence Aug. 2024	8/13/2024	8/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	5503 Aug. 2024	8/13/2024	8/13/2024	\$ 3,252.11	Utilities	7701	General Fund
Diversified Underground, Inc.	30548	8/31/2024	9/30/2024	\$ 90.00	Locates	7582-30657-10001	General Fund
Jpden Consulting LLC	105	9/1/2024	10/1/2024	\$ 895.00	Security	7570	General Fund
McGeady Becher Cortese Williams P.C.	460W 08/2024	8/31/2024	8/31/2024	\$ 331.83	Legal	7460	General Fund
Savatree	526377	8/27/2024	9/26/2024	\$ 2,422.00	Tree Replacement & Maintenance	7585-30657-10004	General Fund
Spear Security Inc.	PCPB06	9/1/2024	9/16/2024	\$ 950.00	Security	7570	General Fund
Special District Mgmt. Services Inc	Aug-24	8/31/2024	8/31/2024	\$ 1,576.39	District management	7440	General Fund
Utility Notification Center of Colorado	224081295	8/31/2024	8/31/2024	\$ 6.45	Locates	7582-30657-10001	General Fund
Xcel Energy	889480660	8/9/2024	8/29/2024	\$ 115.80	Utilities	7701	General Fund
				\$ 32,607.24			

Prologis Central Park Business Center Metropolitan District
September-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 27,555.63	\$ -	\$ -	\$ 27,555.63
Denver Water	\$ 4,935.81			\$ 4,935.81
Xcel - Auto Pay	\$ 115.80	-	-	\$ 115.80
<hr/>				
Total Disbursements from Checking Acct	\$ 32,607.24	\$ -	\$ -	\$ 32,607.24

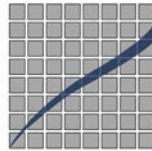
**Prologis Central Park Business Center Metropolitan District
October-24**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Class
Brightview Landscape Services, Inc.	6056232	9/30/2024	10/15/2024	\$ 463.82	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6053532	9/26/2024	10/11/2024	\$ 328.68	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6053533	9/26/2024	10/11/2024	\$ 372.90	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	9085683	10/1/2024	10/16/2024	\$ 16,151.00	Landscape - Contract	7585-30657-10001	General Fund
Brightview Landscape Services, Inc.	6051159	9/24/2024	10/9/2024	\$ 270.12	Irrigation Repairs	7582-30657-10002	General Fund
Brightview Landscape Services, Inc.	6050910	9/24/2024	10/9/2024	\$ 497.26	Irrigation Repairs	7582-30657-10002	General Fund
CliftonLarsonAllen LLP	L241635778	8/31/2024	8/31/2024	\$ 2,458.64	Accounting	7000	General Fund
Colorado Special District Property and Liability Pool	25WC-60767-0208	8/7/2024	8/7/2024	\$ 450.00	Prepaid Insurance	1280	General Fund
Critter Gitterz	2024 10337	9/7/2024	10/7/2024	\$ 300.00	Mosquito control	7604	General Fund
Denver Water	5503 Sept. 2024	9/13/2024	9/13/2024	\$ 2,875.91	Utilities	7701	General Fund
Denver Water	5595 Sept. 2024	9/13/2024	9/13/2024	\$ 88.70	Utilities	7701	General Fund
Denver Water	4699 Sept. 2024	9/13/2024	9/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	10210 Sept. 2024	9/13/2024	9/13/2024	\$ 374.80	Utilities	7701	General Fund
Denver Water	4698 Sept. 2024	9/13/2024	9/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	4699 Florence Sept. 2024	9/13/2024	9/13/2024	\$ 53.70	Utilities	7701	General Fund
Denver Water	10324 Sept. 2024	9/13/2024	9/13/2024	\$ 859.56	Utilities	7701	General Fund
Diversified Underground, Inc.	30730	9/30/2024	10/30/2024	\$ 35.00	Locates	7582-30657-10001	General Fund
Jpden Consulting LLC	106	10/1/2024	10/31/2024	\$ 740.00	Security	7570	General Fund
Spear Security Inc.	PCPB07	10/1/2024	10/16/2024	\$ 950.00	Security	7570	General Fund
Special District Mgmt. Services Inc	Sep-24	9/30/2024	9/30/2024	\$ 1,450.10	District management	7440	General Fund
Utility Notification Center of Colorado	224091262	9/30/2024	9/30/2024	\$ 7.74	Locates	7582-30657-10001	General Fund
Wastewater Management Division	01151-00-036-000 10/2024	9/17/2024	9/17/2024	\$ 3,903.10	Storm drainage	7856	General Fund
Wastewater Management Division	01151-00-037-000 10/2024	9/17/2024	9/17/2024	\$ 2,582.26	Storm drainage	7856	General Fund
Wastewater Management Division	01154-05-005-000 10/2024	9/17/2024	9/17/2024	\$ 67.19	Storm drainage	7856	General Fund
Wastewater Management Division	01154-02-005-000 10/2024	9/17/2024	9/17/2024	\$ 13.49	Storm drainage	7856	General Fund
Wastewater Management Division	01154-04-004-000 10/2024	9/17/2024	9/17/2024	\$ 19.48	Storm drainage	7856	General Fund
Wastewater Management Division	01154-06-004-000 10/2024	9/17/2024	9/17/2024	\$ 33.15	Storm drainage	7856	General Fund
Wastewater Management Division	01154-05-003-000 10/2024	9/17/2024	9/17/2024	\$ 53.17	Storm drainage	7856	General Fund
Wastewater Management Division	01151-00-035-000 10/2024	9/17/2024	9/17/2024	\$ 91.95	Storm drainage	7856	General Fund
Wastewater Management Division	01154-05-004-000 10/2024	9/17/2024	9/17/2024	\$ 147.53	Storm drainage	7856	General Fund
Wastewater Management Division	01154-06-006-000 10/2024	9/17/2024	9/17/2024	\$ 24.56	Storm drainage	7856	General Fund
Xcel Energy	891898915	8/27/2024	9/17/2024	\$ 128.35	Utilities	7701	General Fund
Xcel Energy	895790039	9/25/2024	10/16/2024	\$ 135.09	Utilities	7701	General Fund

\$ 36,034.65

Prologis Central Park Business Center Metropolitan District
October-24

	General	Debt	Capital	Totals
Disbursements	\$ 31,411.14	\$ -	\$ -	\$ 31,411.14
Denver Water	\$ 4,360.07			\$ 4,360.07
Xcel - Auto Pay	\$ 263.44	-	-	\$ 263.44
<hr/>				
Total Disbursements from Checking Acct	\$ 36,034.65	\$ -	\$ -	\$ 36,034.65



BiggsKofford
CERTIFIED PUBLIC ACCOUNTANTS

October 18, 2024

Board of Directors
Prologis Central Park Business Center Metropolitan District
City and County of Denver, Colorado

We are pleased to confirm our understanding of the services we are to provide for Prologis Central Park Business Center Metropolitan District ("District") as of and for the year ended December 31, 2024.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2024. Accounting principles generally accepted in the United States of America ("US GAAP") provide for certain required supplementary information ("RSI"), such as management's discussion and analysis ("MD&A") to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board which considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America ("US GAAS"). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by US GAAP and will be subjected to certain limited procedures, but will not be audited:

- You have informed us that the MD&A will be omitted. Our report will be modified accordingly.

We have also been engaged to report on supplementary information ("SI") other than RSI that accompanies the District's financial statements, as applicable. We will subject the SI to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with US GAAS, and will provide an opinion on it in relation to the basic financial statements as a whole.

- Schedule(s) of revenues, expenditures, and changes in fund balances – budget and actual for governmental funds, as applicable

In connection with our audit of the basic financial statements, we will read any other information included with the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with US

GAAP; and report on the fairness of the SI referred to above when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Users of the Financial Statements

We understand that these financial statements will be used by the State of Colorado and the City and County of Denver to assist with regulatory oversight, and by management to provide assurance on the financial statements to enhance management decision-making. You agree that you will discuss the suitability of this presentation with us if you intend to submit these financial statements to other users or to any of the identified users for different purposes.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with US GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with US GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with US GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

If circumstances occur which, in our professional judgment, prevent us from completing the audit or forming opinions on the financial statements, we retain the right to withdraw from the engagement without issuing opinions or a report, as permitted by our professional standards.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an

appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the District and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to you and those charged with governance any matters related to internal control that are required to be communicated under professional standards.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with US GAAP with the oversight of those charged with governance.

Management is responsible for making drafts of the financial statements, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees

who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws and regulations.

With regard to including the auditor's report in an offering document, you agree that the aforementioned auditor's report, or reference to BiggsKofford, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an offering document, including an agreement to provide permission or consent, will be a separate engagement.

You are responsible for the preparation of the SI in conformity with US GAAP. You agree to include our report on the SI in any document that contains, and indicates that we have reported on, the SI. You also agree to include the audited financial statements with any presentation of the SI that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for the presentation of the SI in accordance with US GAAP; (2) you believe the SI, including its form and content, is fairly presented in accordance with US GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the SI.

You agree to assume all management responsibilities for the other services listed above and any other non-attest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

You are responsible to notify us in advance of your intent to reproduce our report for any reason, in whole or in part, and to give us the opportunity to review any printed material containing our report before its issuance. Such notification does not constitute an acknowledgement on our part of any third party's intent to rely on the financial statements. With regard to financial statements published electronically or on your internet website(s), you understand that electronic sites are a means to reproduce and distribute information. We are not required to read the information contained in your sites, or to consider the consistency of other information in the electronic site with the original document.

You agree that you will not use our firm's name or the name of an employee of the firm in a communication containing a financial presentation without the written permission of our firm. If you do use our firm name or the name of an employee of the firm in a communication containing a financial presentation, you agree to include an "accountant's report" or a "disclaimer" on the financial presentation(s) which we specify. Further, you agree to provide us with printers' proofs or masters of any document that contains our firm name or the name of an employee of the firm and a financial presentation for our review and approval before printing/publishing of the document. You also agree to provide us with a copy of the final reproduced material that contains either our firm's name and/or the name of an employee of the firm and a financial presentation for our approval before it is distributed.

We value each and every one of our clients as well as each and every one of our employees. We have spent a great deal of time and resources to locate, train, and retain our employees. We respectfully request that you not solicit our employees to work for you. You agree that if you or your agents do hire one of our employees within three months of when they last worked for BiggsKofford, P.C., we will be due a finder's fee equal to 50% of the greater of the annual salary they were earning as of their last day of employment or their starting salary with the District. Payment will be due within 10 days of your receipt of our invoice. To ensure that our independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

You understand that we provide clients with services specifically focused on identifying and addressing deficiencies in internal controls, and on searching for the existence of fraud within the entity. If you would like us to perform these services, we would be happy to discuss that opportunity with you. However, you acknowledge that those services are outside the scope of this engagement and are not included in the fees detailed below.

It is our policy to retain engagement documentation for a period of at least five years, after which time we may commence the process of destroying the contents of our engagement files. To the extent we accumulate any of your original records during the engagement, those documents will be returned to you promptly upon completion of the engagement. The balance of our engagement file, other than the compiled financial statement, which we will provide you at the conclusion of the engagement, is our property, and we will provide copies of such documents at our discretion and if compensated for any time and costs associated with the effort.

In the event we are required to respond to a subpoena, court order or other legal process for the production of documents and/or testimony related to information we obtained and/or prepared during the course of this engagement, you agree to compensate us at our standard hourly rates for the time we expend in connection with such response, and to reimburse us for all related out-of-pocket costs incurred.

You and BiggsKofford, P.C. both agree that any dispute that may arise from this engagement will, prior to resorting to litigation, be submitted for mediation before the American Arbitration Association. Both parties further agree that any such mediation shall be administered within El Paso County, Colorado, and the results of any such mediation shall be binding upon agreement of each party to be bound. Further, both parties agree that any potential legal action between you and BiggsKofford, P.C. shall be resolved in El Paso County District Court according to Colorado law. Our engagement ends on delivery of our audit report and any claim made concerning our services will be limited to the fees charged for those services. You agree to indemnify, defend, and hold BiggsKofford and its owners, heirs, executors, personal representatives, successors, and assigns harmless from any liability and costs resulting from knowing misrepresentations by management.

This engagement letter is contractual in nature and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this letter, signed by all parties.

We want you to clearly understand that this type of financial statement presentation is not designed for, and should not be used for, any purpose subject to regulation by the United States Securities and Exchange Commission ("SEC") or the securities division of any state.

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of BiggsKofford, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Colorado Office of the State Auditor or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of BiggsKofford, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to Colorado Office of the State Auditor or its designee. The Colorado Office of the State Auditor or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Chris Jorgensen is the engagement principal and is responsible for supervising the engagement and for signing the report or authorizing another individual to sign it.

Our fees for this engagement are not contingent on the results of our services. We estimate that our fees for these services will be \$6,000. You will also be billed for any travel or other out-of-pocket expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will keep you informed of any problems we encounter, and our fees will be adjusted accordingly. Our invoices for these fees will be rendered when we begin final field work, and are payable on presentation. Any remaining balance will be due upon delivery of your financial statements. In accordance with our firm policies, work may be suspended if your account becomes overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment or for any other reason provided for in this letter, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenses through the date of the termination.

This engagement letter was drafted under the assumption that CliftonLarsonAllen is the manager for the District and will draft the financial statements. In the event this is not the case, the terms of this engagement letter are subject to revision. This engagement letter is valid for 30 days from the date of this letter and is subject to revision or withdrawal if an executed copy is not received by BiggsKofford, P.C. within that timeframe.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the board of directors of the District. Circumstances may arise in which our report may differ from its expected content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report or, if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, **PLEASE INITIAL EACH PAGE, SIGN THE LAST PAGE**, and return a copy to us.

Sincerely,

BiggsKofford, P.C.

BiggsKofford, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Prologis Central Park Business Center Metropolitan District.

Officer signature: _____ Title: _____ Date: _____

CERTIFICATION OF VALUATION BY COUNTY ASSESSOR

Name of Jurisdiction PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT New Entity? Yes No

IN Denver COUNTY, COLORADO on August 20, 2024

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

In accordance with 39-5-121(2)(a) and 39-5-128(1), C.R.S., and no later than August 25, the Assessor certifies the TOTAL VALUATION FOR ASSESSMENT for the taxable year 2024:

1. Previous year's NET TOTAL TAXABLE assessed valuation:	1.	<u>\$9,695,374</u>
2. Current year's GROSS TOTAL TAXABLE assessed valuation: This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art, X, Sec. 20(8)(b), Colo. Constitution.	2.	<u>\$148,086,530</u>
3. LESS TIF District Increment, If any:	3.	<u>\$138,531,002</u>
4. Current year's NET TOTAL TAXABLE assessed valuation:	4.	<u>\$9,555,528</u>
5. New Construction*: New Construction is defined as: Taxable real property structures and the personal property connected with the structure.	5.	<u>\$0</u>
6. Increased production of producing mine*:	6.	<u>\$0</u>
7. Annexations/Inclusions:	7.	<u>\$0</u>
8. Previously exempt Federal property*:	8.	<u>\$0</u>
9. New primary oil or gas production from any producing oil and gas leasehold or land (29-1-301(1)(b), C.R.S.): Jurisdiction must apply (Form DLG 52B) to the division of Local Government before the value can be treated as growth in the limit calculation.	9.	<u>\$0</u>
10. Taxes collected last year on omitted property as of August 1 (29-1-301(1)(a), C.R.S.):	10.	<u>\$30,794</u>
11. Taxes abated and refunded as of August 1 (29-1-301(1)(a), C.R.S. and (39-10-114(1)(a)(I)(B), C.R.S.): *Jurisdiction must submit respective certifications (Form DLG 52 & 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.	11.	<u>\$0</u>

USE FOR "TABOR LOCAL GROWTH" CALCULATIONS ONLY

In accordance with the provisions of Art. X, Sec. 20, Colo. Cons., and 39-5-121(2)(b), C.R.S., the Assessor certifies the TOTAL ACTUAL VALUATION for the taxable year 2024:

1. Current year's total actual value of ALL REAL PROPERTY: This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.	1.	<u>\$471,824,400</u>
ADDITIONS to taxable real property		
2. Construction of taxable real property improvements: Construction is defined as newly constructed taxable real property structures.	2.	<u>\$0</u>
3. Annexation/Inclusions:	3.	<u>\$0</u>
4. Increased mining production: Includes production from new mines and increases in production of existing producing mines.	4.	<u>\$0</u>
5. Previously exempt property:	5.	<u>\$0</u>
6. Oil or gas production from a new well:	6.	<u>\$0</u>
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.	<u>\$0</u>
DELETIONS from taxable real property:		
8. Destruction of taxable real property improvements:	8.	<u>\$0</u>
9. Disconnections/Exclusions:	9.	<u>\$0</u>
10. Previously taxable property:	10.	<u>\$0</u>

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.	<u>\$73,492</u>
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): ** \$73,492

** 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.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2025**

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
SUMMARY
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 10,731,371	\$ 10,662,254	\$ 10,926,093	\$ 10,926,093	\$ 11,438,132
REVENUES					
Property taxes	181,274	193,908	179,243	193,908	5,732,351
Property Taxes Remitted by DURA	2,489,357	2,802,488	2,590,533	2,802,488	(2,770,620)
Specific ownership taxes	143,705	9,696	71,675	83,756	286,617
Interest Income	627,009	400,078	466,778	655,000	440,078
Other Revenue	400	-	3,914	3,914	-
Total revenues	<u>3,441,745</u>	<u>3,406,170</u>	<u>3,312,143</u>	<u>3,739,066</u>	<u>3,688,426</u>
Total funds available	<u>14,173,116</u>	<u>14,068,424</u>	<u>14,238,236</u>	<u>14,665,159</u>	<u>15,126,558</u>
EXPENDITURES					
General Fund	471,652	655,000	265,814	446,768	701,915
Debt Service Fund	2,773,351	2,810,000	447,123	2,780,259	2,802,604
Capital Projects Fund	2,020	1,585,000	-	-	1,585,000
Total expenditures	<u>3,247,023</u>	<u>5,050,000</u>	<u>712,937</u>	<u>3,227,027</u>	<u>5,089,519</u>
Total expenditures and transfers out requiring appropriation	<u>3,247,023</u>	<u>5,050,000</u>	<u>712,937</u>	<u>3,227,027</u>	<u>5,089,519</u>
ENDING FUND BALANCES	<u>\$ 10,926,093</u>	<u>\$ 9,018,424</u>	<u>\$ 13,525,299</u>	<u>\$ 11,438,132</u>	<u>\$ 10,037,039</u>
EMERGENCY RESERVE	\$ 33,800	\$ 28,600	\$ 26,500	\$ 29,200	\$ 30,400
AVAILABLE FOR OPERATIONS	5,885,372	6,106,059	6,507,438	6,416,217	6,725,189
TOTAL RESERVE	<u>\$ 5,919,172</u>	<u>\$ 6,134,659</u>	<u>\$ 6,533,938</u>	<u>\$ 6,445,417</u>	<u>\$ 6,755,589</u>

No assurance provided. See summary of significant assumptions.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
ASSESSED VALUATION					
Commercial	\$ 104,911,080	\$ 130,556,050	\$ 130,556,050	\$ 130,556,050	\$ 129,935,350
Industrial		1,420,110	1,420,110	1,420,110	1,420,110
Personal property	16,331,760	17,843,610	17,843,610	17,843,610	16,731,070
	<u>121,242,840</u>	<u>149,819,770</u>	<u>149,819,770</u>	<u>149,819,770</u>	<u>148,086,530</u>
LESS TIF District Assessed Value	113,250,035	140,124,396	140,124,396	140,124,396	138,531,002
Certified Assessed Value	<u>\$ 234,492,875</u>	<u>\$ 289,944,166</u>	<u>\$ 289,944,166</u>	<u>\$ 289,944,166</u>	<u>\$ 286,617,532</u>
MILL LEVY					
General	7.000	5.000	5.000	5.000	5.000
Debt Service	15.000	15.000	15.000	15.000	15.000
Total mill levy	<u>22.000</u>	<u>20.000</u>	<u>20.000</u>	<u>20.000</u>	<u>20.000</u>
PROPERTY TAXES					
General	\$ 1,641,450	\$ 1,449,721	\$ 1,449,721	\$ 1,449,721	\$ 1,433,088
Debt Service	3,517,393	4,349,162	4,349,162	4,349,162	4,299,263
Levied property taxes	<u>5,158,843</u>	<u>5,798,883</u>	<u>5,798,883</u>	<u>5,798,883</u>	<u>5,732,351</u>
Adjustments to actual/rounding	-	-	-	-	-
Budgeted property taxes	<u>\$ 5,158,843</u>	<u>\$ 5,798,883</u>	<u>\$ 5,798,883</u>	<u>\$ 5,798,883</u>	<u>\$ 5,732,351</u>
ASSESSED VALUATION - Due on Increment					
TIF District Increment	\$ (113,250,035)	\$ (140,124,396)	\$ (140,124,396)	\$ (140,124,396)	\$ (138,531,002)
Certified Assessed Value	<u>\$ (113,250,035)</u>	<u>\$ (140,124,396)</u>	<u>\$ (140,124,396)</u>	<u>\$ (140,124,396)</u>	<u>\$ (138,531,002)</u>
MILL LEVY					
General	7.000	5.000	5.000	5.000	5.000
Debt Service	15.000	15.000	15.000	15.000	15.000
Total mill levy	<u>22.000</u>	<u>20.000</u>	<u>20.000</u>	<u>20.000</u>	<u>20.000</u>
PROPERTY TAXES					
General	\$ (792,750)	\$ (700,622)	\$ (700,622)	\$ (700,622)	\$ (692,655)
Debt Service	(1,698,751)	(2,101,866)	(2,101,866)	(2,101,866)	(2,077,965)
Levied property taxes	<u>(2,491,501)</u>	<u>(2,802,488)</u>	<u>(2,802,488)</u>	<u>(2,802,488)</u>	<u>(2,770,620)</u>
Adjustments to actual/rounding	-	-	-	-	-
Budgeted property taxes	<u>\$ (2,491,501)</u>	<u>\$ (2,802,488)</u>	<u>\$ (2,802,488)</u>	<u>\$ (2,802,488)</u>	<u>\$ (2,770,620)</u>
BUDGETED PROPERTY TAXES					
General	\$ 848,700	\$ 749,099	\$ 749,099	\$ 749,099	\$ 740,433
Debt Service	1,818,642	2,247,296	2,247,296	2,247,296	2,221,298
Total	<u>\$ 2,667,342</u>	<u>\$ 2,996,395</u>	<u>\$ 2,996,395</u>	<u>\$ 2,996,395</u>	<u>\$ 2,961,731</u>

No assurance provided. See summary of significant assumptions.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
GENERAL FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 5,266,828	\$ 5,838,136	\$ 5,919,172	\$ 5,919,172	\$ 6,445,417
REVENUES					
6320 Property taxes	57,678	48,477	44,811	48,477	1,433,088
6340 Specific ownership taxes	45,724	2,424	17,919	20,000	71,654
6320-30657-10000 Property Taxes Remitted by DURA	738,131	700,622	647,633	700,622	(692,655)
6360 Interest Income	282,165	200,000	166,303	200,000	200,000
6500 Other Revenue	298	-	3,914	3,914	-
Total revenues	<u>1,123,996</u>	<u>951,523</u>	<u>880,580</u>	<u>973,013</u>	<u>1,012,087</u>
Total funds available	<u>6,390,824</u>	<u>6,789,659</u>	<u>6,799,752</u>	<u>6,892,185</u>	<u>7,457,504</u>
EXPENDITURES					
General and administrative					
7000 GA Accounting	34,373	35,200	20,019	35,200	38,720
7020 GA Auditing	4,500	5,000	-	5,000	6,000
7200 GA County Treasurer's Fee	7,959	11,236	7,316	11,236	7,404
7350 GA Dues and Membership	699	880	371	371	968
7360 GA Insurance	22,066	19,800	21,834	21,834	23,760
7440 GA District management	23,932	39,600	13,885	30,000	43,560
7460 GA Legal	28,986	25,300	11,079	25,300	27,830
7480 GA Miscellaneous	122	6,000	100	1,000	3,000
7581 GA Election	999	-	-	-	2,000
7890 GA Contingency	-	6,784	-	-	6,784
Operations and maintenance					
7582 OM Repairs and maintenance	4,940	6,000	-	3,000	6,000
7582-30657-10000 OM City of Denver Maintenance Fee	3,000	3,000	-	1,500	3,000
7582-30657-10001 OM Locates	1,573	3,300	322	700	1,815
7585-30657-10000 OM Landscape - Repairs and Maintenance	29,576	55,000	3,099	7,000	60,500
7585-30657-10001 OM Landscape - Contract	104,540	138,600	48,453	96,906	152,460
7585-30657-10002 OM Landscape - Floral	13,177	14,500	8,805	14,500	15,950
7585-30657-10003 OM Landscape - Water	4,050	8,800	-	4,400	9,680
7604 OM Mosquito control	900	2,000	900	1,800	2,000
7595 OM Snow removal	2,855	16,500	9,040	16,500	18,150
7856 OM Storm drainage	18,288	14,000	15,585	15,585	17,000
7701 OM Utilities	20,616	38,500	5,617	11,234	42,350
7720 OM Trash collection	17,298	15,000	3,492	6,984	8,484
7585-30657-10004 OM Tree Replacement & Maintenance	55,102	55,000	83,020	83,020	60,500
7582-30657-10002 OM Irrigation Repairs	28,232	35,000	6,413	12,826	38,500
7582-30657-10003 OM Detention Pond Maintenance	43,348	45,000	-	22,500	45,000
7589 OM Pest control	-	-	-	-	-
7570 OM Security	-	55,000	6,186	12,372	60,500
Total expenditures	<u>471,652</u>	<u>655,000</u>	<u>265,814</u>	<u>446,768</u>	<u>701,915</u>
Total expenditures and transfers out requiring appropriation	<u>471,652</u>	<u>655,000</u>	<u>265,814</u>	<u>446,768</u>	<u>701,915</u>
ENDING FUND BALANCES	\$ 5,919,172	\$ 6,134,659	\$ 6,533,938	\$ 6,445,417	\$ 6,755,589
EMERGENCY RESERVE	\$ 33,800	\$ 28,600	\$ 26,500	\$ 29,200	\$ 30,400
AVAILABLE FOR OPERATIONS	5,885,372	6,106,059	6,507,438	6,416,217	6,725,189
TOTAL RESERVE	<u>\$ 5,919,172</u>	<u>\$ 6,134,659</u>	<u>\$ 6,533,938</u>	<u>\$ 6,445,417</u>	<u>\$ 6,755,589</u>

No assurance provided. See summary of significant assumptions.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
DEBT SERVICE FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 3,979,621	\$ 3,279,196	\$ 3,440,061	\$ 3,440,061	\$ 3,370,855
REVENUES					
6320 Property taxes	123,596	145,431	134,432	145,431	4,299,263
6340 Specific ownership taxes	97,981	7,272	53,756	63,756	214,963
-30657-10000 Property Taxes Remitted by DURA	1,751,226	2,101,866	1,942,900	2,101,866	(2,077,965)
6360 Interest Income	260,886	160,000	257,443	400,000	200,000
6500 Other Revenue	102	-	-	-	-
Total revenues	<u>2,233,791</u>	<u>2,414,569</u>	<u>2,388,531</u>	<u>2,711,053</u>	<u>2,636,261</u>
Total funds available	<u>6,213,412</u>	<u>5,693,765</u>	<u>5,828,592</u>	<u>6,151,114</u>	<u>6,007,116</u>
EXPENDITURES					
General and administrative					
7200 GA County Treasurer's Fee	18,751	33,709	21,948	33,709	22,213
7591 GA Paying agent fees	1,050	1,200	-	1,200	1,200
7890 GA Contingency	-	29,741	-	-	29,741
Debt Service					
-30657-10000 DS Bond Interest - Series 2012	195,200	155,200	77,600	155,200	155,200
-30657-10001 DS Bond Interest - Series 2016	728,350	695,150	347,575	695,150	674,250
-30657-10000 DS Bond Principal - Series 2016	830,000	895,000	-	895,000	920,000
-30657-10001 DS Bond Principal - Series 2012	1,000,000	1,000,000	-	1,000,000	1,000,000
Total expenditures	<u>2,773,351</u>	<u>2,810,000</u>	<u>447,123</u>	<u>2,780,259</u>	<u>2,802,604</u>
Total expenditures and transfers out requiring appropriation	<u>2,773,351</u>	<u>2,810,000</u>	<u>447,123</u>	<u>2,780,259</u>	<u>2,802,604</u>
ENDING FUND BALANCES	<u>\$ 3,440,061</u>	<u>\$ 2,883,765</u>	<u>\$ 5,381,469</u>	<u>\$ 3,370,855</u>	<u>\$ 3,204,512</u>

No assurance provided. See summary of significant assumptions.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2025 BUDGET
WITH 2023 ACTUAL AND 2024 ESTIMATED
For the Years Ended and Ending December 31,**

10/9/24

	ACTUAL 2023	BUDGET 2024	ACTUAL 6/30/2024	ESTIMATED 2024	BUDGET 2025
BEGINNING FUND BALANCES	\$ 1,484,922	\$ 1,544,922	\$ 1,566,860	\$ 1,566,860	\$ 1,621,860
REVENUES					
Interest Income	83,958	40,078	43,032	55,000	40,078
Total revenues	<u>83,958</u>	<u>40,078</u>	<u>43,032</u>	<u>55,000</u>	<u>40,078</u>
Total funds available	<u>1,568,880</u>	<u>1,585,000</u>	<u>1,609,892</u>	<u>1,621,860</u>	<u>1,661,938</u>
EXPENDITURES					
Capital outlay	2,020	1,585,000	-	-	1,585,000
Total expenditures	<u>2,020</u>	<u>1,585,000</u>	<u>-</u>	<u>-</u>	<u>1,585,000</u>
Total expenditures and transfers out requiring appropriation	<u>2,020</u>	<u>1,585,000</u>	<u>-</u>	<u>-</u>	<u>1,585,000</u>
ENDING FUND BALANCES	<u>\$ 1,566,860</u>	<u>\$ -</u>	<u>\$ 1,609,892</u>	<u>\$ 1,621,860</u>	<u>\$ 76,938</u>

No assurance provided. See summary of significant assumptions.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Prologis Central Park Business Center Metropolitan District (formerly known as (SBC Metropolitan District) (District) was organized on March 26, 1998 and is authorized under its Amended and Restated Service Plan (approved March 27, 2007, and modified August 1, 2011) to provide for the design, construction, installation, financing and acquisition of certain street, traffic and safety controls, water, sanitation, park and recreation improvements and mosquito control.

At its organizational election held May 5, 1998, the District's voters approved an increase in taxes of \$1,000,000 annually for general operations and maintenance; general obligation indebtedness of \$12,840,000 for streets; \$1,653,000 for safety controls; \$2,058,000 for water facilities; \$9,060,000 for sewer and storm drainage facilities; and \$4,389,000 for parks (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 \$1,000,000 of revenue from fees or charges and interest thereon. In addition, on November 1, 2005, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$50,000,000. This includes an additional \$10,000,000 each for streets, safety controls, water facilities, sewer and storm drainage facilities, and parks. Also, the electors authorized the refunding of up to \$50,000,000 in general obligation bonds at a higher interest rate. During 2005, the District utilized \$22,785,000 of the \$50,000,000 of refunding authorization.

During 2000 the District negotiated a Cooperation Agreement with the Denver Urban Renewal Development Authority (DURA) to reimburse the District for taxes diverted to DURA as a result of tax incremental financing within the Stapleton Urban Redevelopment Plan which overlays property within the District.

Per the Service Plan, the District is limited to issuing \$23,600,000 in debt. However, on March 27, 2007, an amendment to the Service Plan of the District was approved by the City and County of Denver. The purpose of amending the Service Plan is to allow the District to issue additional General Obligation Bonds for improvements to be completed on land that will be included into the District. Per the amended Service Plan, the maximum amount of General Obligation Bonds the District may issue shall be increased by \$182,000 per acre for each acre of land within the future inclusion area that is included into the District.

On July 28, 2023, the District court in and for Denver County, Colorado approved a change of the District's name from SBC Metropolitan District to Prologis Central Park Business Center Metropolitan District.

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.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

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

Pursuant to the District’s 2016 and 2012 Bond Documents, the District may levy, without limitation, an amount necessary to meet their annual debt service requirements against all taxable property within the District.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the Budget using the adopted mill levy imposed by the District. The taxes include those subject to the DURA Cooperation Agreement as displayed.

For property tax collection year 2025, SB22-238, SB23B-001, SB 24-233, and HB24B-1001 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 5% of the property taxes collected by the General Fund and Debt Service Fund. The estimate also includes property taxes under the DURA Cooperation Agreement.

Net Investment Income

Interest earned on the District’s available funds has been estimated based on an average interest rate of 4.00%.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

Administrative and Operation Expenditures

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

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2012 General Obligation Bonds and the Series 2016 General Obligation Refunding and Improvement Bonds.

Capital Outlay

The District's capital expenditures are shown on the Capital Projects Fund page of the Budget.

Debt and Leases

On December 19, 2012, the District issued \$4,880,000 General Obligation Bonds, Series 2012, with an interest rate of 4.0%, consisting of term bonds due December 1, 2037. Such term bonds are subject to mandatory sinking fund redemption.

The 2012 Bonds are secured by and are payable from all taxable property in the District which is subject to an ad valorem property tax. Additionally, the 2012 bonds are secured by funds in the 2012 Reserve account as well as the Mill Levy Stabilization account.

On October 27, 2016 the District issued \$19,225,000 General Obligation Refunding and Improvements Bonds, Series 2016, with an interest rate varying from 3.0%-5.0%. Such bonds are subject to redemption prior to maturity at the option of the District and are also subject to mandatory sinking fund redemption.

The 2016 Bonds are secured by and are payable from all taxable property in the District which is subject to an ad valorem property tax. Additionally, the 2016 bonds are secured by funds in the 2016 Reserve account as well as the Mill Levy Stabilization account.

The District has no operating or capital leases.

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
2025 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserve Funds

Debt Service Reserve

The District is required to maintain an initial debt service reserve of \$478,167 for the Series 2012 Bonds as well as a reserve of \$870,625 for the Series 2016 Bonds.

Emergency Reserve

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

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

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$4,880,000

General Obligation Bonds

Series 2012, Dated December 19, 2012

Interest Rate of 4.00%

Interest Payable June 1 and December 1,

Principal Due December 1

Year Ended December 31,	Principal	Interest	Total
2025	\$ -	155,200	\$ 155,200
2026	-	155,200	155,200
2027	-	155,200	155,200
2028	-	155,200	155,200
2029	-	155,200	155,200
2030	-	155,200	155,200
2031	-	155,200	155,200
2032	-	155,200	155,200
2033	-	155,200	155,200
2034	-	155,200	155,200
2035	1,390,000	155,200	1,545,200
2036	1,475,000	99,600	1,574,600
2037	1,015,000	40,600	1,055,600
Total	<u>\$ 3,880,000</u>	<u>\$ 1,847,400</u>	<u>\$ 5,727,400</u>

**PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$19,225,000 General Obligation Refunding and Improvement Bonds Series 2016, Dated October 27, 2016 Interest Rate Varying from 3.00% - 5.00% Interest Payable June 1 and December 1,			
Year Ended December 31,	Principal Due December 1		
	Principal	Interest	Total
2025	\$ 920,000	\$ 674,250	\$ 1,594,250
2026	1,000,000	628,250	1,628,250
2027	1,050,000	578,250	1,628,250
2028	1,140,000	525,750	1,665,750
2029	1,195,000	468,750	1,663,750
2030	1,295,000	409,000	1,704,000
2031	1,360,000	344,250	1,704,250
2032	1,465,000	276,250	1,741,250
2033	1,535,000	203,000	1,738,000
2034	2,525,000	126,250	2,651,250
2035	-	-	-
2036	-	-	-
2037	-	-	-
Total	<u>\$ 13,485,000</u>	<u>\$ 4,234,000</u>	<u>\$ 17,719,000</u>

RESOLUTION NO. 2024 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN
DISTRICT (F/K/A SBC METROPOLITAN DISTRICT)
TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC 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 November 12, 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 Prologis Central Park Business Center Metropolitan District (f/k/a SBC Metropolitan District):

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC 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.

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 12TH day of NOVEMBER, 2024.

Secretary

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC 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 Prologis Central Park Business Center Metropolitan District (f/k/a SBC Metropolitan District) held on November 12, 2024.

By: _____
Secretary

RESOLUTION NO. 2024 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN
DISTRICT (F/K/A SBC METROPOLITAN DISTRICT)
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC Metropolitan District) (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on November 12, 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 Prologis Central Park Business Center Metropolitan District (f/k/a SBC 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 City and County of Denver, 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 12th day of November, 2024.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Prologis Central Park Business Center Metropolitan District (f/k/a SBC 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 SBC Metropolitan District held on November 12, 2024.

Secretary

RESOLUTION NO. 2024-11-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
PROLOGIS CENTRAL PARK BUSINESS CENTER METROPOLITAN DISTRICT
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 6, 2025**

A. The term of the office of Director Keiffer Garton shall expire upon the election of his successor at the regular election, to be held on May 6, 2025 (“**Election**”), and upon such successor taking office.

B. The terms of the offices to which Directors Katie Kier and Relina Dajani have previously been appointed expire upon their re-election, or the election of their successors at the Election, and upon such successors taking office.

C. Two vacancies currently exist on the Board of Directors of the District.

D. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 4, 2027, and three (3) 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 Prologis Central Park Business Center Metropolitan District (the “**District**”) of the City and County of Denver, Colorado:

1. Date and Time of Election. The Election shall be held on May 6, 2025, 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, two (2) Directors shall be elected to serve until the next regular election, to occur May 4, 2027, and three (3) 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. David Solin 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 David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, 303-987-0835, 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 David Solin, the Designated Election Official for the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, 303-987-0835 and on the District's website at <https://prologiscentralparkbusinesscentermd.colorado.gov/>.

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 November 12, 2024.

**PROLOGIS CENTRAL PARK BUSINESS
CENTER METROPOLITAN DISTRICT**

By: _____
President

Attest:

Secretary



www.a-1chipseal.com

www.rockymountainpavement.com

Customer	Attention	Date
SBC Metro District c/o Special District Mana	David Solin	08/13/24
141 Union Blvd, Suite 150	(303) 987-0835	Proposal #
Lakewood, CO 80228-	dsolin@sdmsi.com	35053
Proposal for		
54th and Havana - 54th and Havana - Denver		

Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 Snow Removal			
01	***ATV (sidewalk snow removal) @ 2"		\$165.00	

Additional Charges If Required :

- SNOW PLOWING:
- ***Ice Slicer will be charged minimum 1 TON.
- ***Ice Melt will be charged minimum 1 BOX.
- *All hourly services requested will be charged minimum 1 HR.

Notes:

- SNOW REMOVAL:
- *Plowing and/or shoveling will take place on all surfaces outlined in the agreement or site drawing.
- *Services shall be performed before 7:00am unless accumulations occur at such times as to not allow access before 7:00am.
- *Contractor assumes no liability for any damage or injury claims as a result of snow, ice, slush, or water from melting snow.
- *Plowing and shoveling will only occur in areas that are available and open for the safe operation of snow removal equipment.
- *Unless otherwise stated in the agreement, services are contracted for a period beginning October 1st - May 30th. This is the typical timeframe for snow accumulation.

HOLIDAY SCHEDULE:

We respect and value time that should be spent with family, if there is a snowstorm on any of the holidays listed below, our schedule will be as follows.

- Thanksgiving – CLOSED, resume the following day.
- Christmas Eve - remove snow until 11 AM.
- Christmas Day – CLOSED, resume the following day.
- New Year Eve - will remove snow until 11 AM.
- New Year Day – CLOSED, will resume the following day.
- Easter – CLOSED, will resume the following day.

Exclusions:

*Bonds (add 1%), permits, lab and field testing, engineering fees, surveying, traffic control, and utility adjustments or utility relocation.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: Josh Kochevar

Accepted by: _____ Date: _____

Authorized Agent(s)

Josh Kochevar
720-540-8263
jkochevar@asphaltrepair.com

Phone: 303.650.9653 Fax: 303.650.9669

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. Credit Card payments (Visa and Mastercard) are accepted. A 2.9% processing fee will be applied to the invoice.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.



www.rockymountainpavement.com

Customer
District to Prologis Central Park Business
141 Union Blvd, Suite 150
Lakewood, CO 80228-

Attention
David Solin
(303) 987-0835
dsolin@sdmsi.com

Date
08/20/24
Proposal #
35053

Proposal for
District to Prologis Central Park Business Metro District - 54th and Havana - Denver

Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 Snow Removal			
01	***ATV (sidewalk snow removal) @ 2"		\$165.00	

Additional Charges If Required :

BILLING:

*A 2.9% credit card processing fee will be assessed from service provider

BONDING:

*Performance and Payment bond. Add 1% to total price if Bond is required.

SNOW PLOWING:

***Ice Slicer will be charged minimum 1 TON.

***Ice Melt will be charged minimum 1 BOX.

*All hourly services requested will be charged minimum 1 HR.

Notes:

NOTES:

GENERAL CONTRACT NOTES:

*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.

*This work can be scheduled only after receipt of signed contract.

*Due to the volatility of labor, fuel, asphalt materials, trucking, subcontractors, and emulsions, pricing is subject to change. You will be notified of any increases to obtain approval prior to mobilization of crews.

*Pricing for this quotation is applicable for 30 days from date of quote.

*A-1 Chipseal Company and Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

*This is a unit price proposal; final billing will be based on final in place quantities.

SNOW REMOVAL:

*Plowing and/or shoveling will take place on all surfaces outlined in the agreement or site drawing.

*Services shall be performed before 7:00am unless accumulations occur at such times as to not allow access before 7:00am.

*Contractor assumes no liability for any damage or injury claims as a result of snow, ice, slush, or water from melting snow.

*Plowing and shoveling will only occur in areas that are available and open for the safe operation of snow removal equipment.

*Unless otherwise stated in the agreement, services are contracted for a period beginning October 1st - May 31st. This is the typical timeframe for snow accumulation.

HOLIDAY SCHEDULE:

We respect and value time that should be spent with family, if there is a snowstorm on any of the holidays listed below, our schedule will be as follows.

Thanksgiving – CLOSED, resume the following day.

Christmas Eve - remove snow until 11 AM.

Christmas Day – CLOSED, resume the following day.

New Year Eve - will remove snow until 11 AM.

New Year Day – CLOSED, will resume the following day.

Easter – CLOSED, will resume the following day.

Exclusions:

GENERAL EXECLUSIONS:

*Bonds (add 1%), permits, lab testing, engineering fees, surveying, striping.

EXCLUSIONS CONCRETE:

*Shrinkage cracking may occur in new concrete outside of installed control joints and is not cause for warranty.

*Winter Protection includes blankets and tarps for concrete areas done late in the season.

EXCLUSIONS CRACKSEAL:

*Herbicide/ Weed Control is the owner representative's responsibility.

EXCLUSIONS SUBGRADE WORK:

*Any subgrade excavation or removal below depth quoted.

*Any import or export of material from site.

*Frost Removal.

*Dewatering or water removal.

*Prime coat/Tack Coat.

*Storm water management plan or implementation.

LANDSCAPING:

*Landscape Repair to include sod replacement and repairing or replacing any sprinklers adjacent to concrete and asphalt areas. Private Sprinklers are to be identified by owner and replaced at owner's expense.

*Not responsible for landscaping damage due to low hanging trees and shrubs. Owner is responsible to trim trees to a minimum of 15' for clearance for equipment.

PREVAILING WAGES:

*Prevailing Wages are not included, an additional 25% will be added to final cost if needed.

TRAFFIC CONTROL:

*Traffic Control.

UTILITY ADJUSTMENTS:

*Raising or lowering manholes or water valves.

*Utility relocation.

WEEKEND OR NIGHT WORK:

*Weekend or Night Work.

See attached terms and conditions

Accepted by: _____ Date: _____ Estimator: *Kate Snyder*
Kate Snyder

Accepted by: _____ Date: _____
Authorized Agent(s)

303-994-7698

kate@asphaltrepair.com

Phone: 303.650.9653 Fax: 303.650.9669

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
13. In the event the amount of Contract is not paid within 30 days from completion, the account shall be in default. The acceptor of this Agreement agrees to indemnify and hold harmless the Contractor from any costs of expenses incurred in the collection of the defaulted account, or in any part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account, or in part thereof, including attorney's fees, court cost, etc., and further agrees that the defaulted account will bear interest at the rate of 1-1/2% per month, not to exceed 18% per year and not to exceed the maximum rate permitted by law, on the unpaid balance.
14. Owner agrees to indemnify and hold harmless the Contractor and its agents, managers, directors, officers and employees from and against claims, damages, losses and expenses arising out of or resulting from the performance of this Agreement, including claims relating to damages caused by other tradesman and claims related to environmental laws and hazardous materials, except to the extent that such damage, loss or expense is due to the gross negligence or willful misconduct of the party seeking indemnity.
15. This contract shall become binding when signed by all parties and the authorized office of the Contractor. Owner agrees that upon cancellation before work is started, or before material is delivered on the job, to be liable for 15% of gross amount of contract for restocking fees. Owner is liable for the full amount of contract in the event they cancel contract after work has started.
16. Credit Card payments (Visa and Mastercard) are accepted. A 2.9% processing fee will be applied to the invoice.
17. Any notice required or permitted under this Agreement may be given certified or registered mail at the addresses contained in the Agreement.
18. Owner further agrees that the equity in this property is security in this Contract. This Contract shall become binding only upon written acceptance hereof by the Contractor or by an authorized Agent of the contractor, or upon commencement of the work.
19. This Contract constitutes the entire understanding of the parties, and no other understanding, collateral or otherwise, shall be binding unless in writing signed by both parties.
20. The proposal will expire within 90 days from date unless extended in writing by the company. After 90 days, we reserve the right to revise our price in accordance with costs in effect at that time.

EXHIBIT B

FORM OF CHANGE ORDER

Change Order No: 1	Date Issued: August 21, 2024
Name of Agreement: Service Agreement for Snow Removal Services	
Date of Agreement: August 29, 2023	District(s): Prologis Central Park Business Center Metropolitan District
Other Party/Parties: Rocky Mountain Pavement	

CHANGE IN SCOPE OF SERVICES (describe):

Snow removal services for 2024-2025 season per attached proposal #35053 dated August 20, 2024.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$160.00 hourly rate per Exhibit A of Service Agreement _____	Original Term: Expires May 30, 2024
Increase of this Change Order: \$165.00 hourly rate per attached Exhibit A _____	New Term: _____ Expires May 31, 2025
Price with all Approved Change Orders: Refer to above referenced Exhibit _____	Agreement Time with all Approved Change Orders: October 2024-May 2025

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant



www.rockymountainpavement.com

Customer	Attention	Date
District to Prologis Central Park Business	David Solin	08/20/24
141 Union Blvd, Suite 150	(303) 987-0835	Proposal #
Lakewood, CO 80228-	dsolin@sdmsi.com	35053

Proposal for
District to Prologis Central Park Business Metro District - 54th and Havana - Denver

Item#	Description	Qty/Unit	Unit Price	Total Price
	Option# 1 Snow Removal			
01	***ATV (sidewalk snow removal) @ 2"		\$165.00	

Additional Charges If Required :

BILLING:

*A 2.9% credit card processing fee will be assessed from service provider

BONDING:

*Performance and Payment bond. Add 1% to total price if Bond is required.

SNOW PLOWING:

***Ice Slicer will be charged minimum 1 TON.

***Ice Melt will be charged minimum 1 BOX.

*All hourly services requested will be charged minimum 1 HR.

Notes:

NOTES:

GENERAL CONTRACT NOTES:

*The signer of this contract serves as the authorized agent for the owner and binds the written contract to the owner.

*This work can be scheduled only after receipt of signed contract.

*Due to the volatility of labor, fuel, asphalt materials, trucking, subcontractors, and emulsions, pricing is subject to change. You will be notified of any increases to obtain approval prior to mobilization of crews.

*Pricing for this quotation is applicable for 30 days from date of quote.

*A-1 Chipseal Company and Rocky Mountain Pavement must truck over existing asphalt to complete our work and shall not be held liable or responsible for damage to existing lot due to necessary trucking.

*This is a unit price proposal; final billing will be based on final in place quantities.

SNOW REMOVAL:

*Plowing and/or shoveling will take place on all surfaces outlined in the agreement or site drawing.

*Services shall be performed before 7:00am unless accumulations occur at such times as to not allow access before 7:00am.

*Contractor assumes no liability for any damage or injury claims as a result of snow, ice, slush, or water from melting snow.

*Plowing and shoveling will only occur in areas that are available and open for the safe operation of snow removal equipment.

*Unless otherwise stated in the agreement, services are contracted for a period beginning October 1st - May 31st. This is the typical timeframe for snow accumulation.

HOLIDAY SCHEDULE:

We respect and value time that should be spent with family, if there is a snowstorm on any of the holidays listed below, our schedule will be as follows.

Thanksgiving – CLOSED, resume the following day.

Christmas Eve - remove snow until 11 AM.

Christmas Day – CLOSED, resume the following day.

New Year Eve - will remove snow until 11 AM.

New Year Day – CLOSED, will resume the following day.

Easter – CLOSED, will resume the following day.

Exclusions:

GENERAL EXECLUSIONS:

*Bonds (add 1%), permits, lab testing, engineering fees, surveying, striping.

EXCLUSIONS CONCRETE:

*Shrinkage cracking may occur in new concrete outside of installed control joints and is not cause for warranty.

*Winter Protection includes blankets and tarps for concrete areas done late in the season.

EXCLUSIONS CRACKSEAL:

*Herbicide/ Weed Control is the owner representative's responsibility.

EXCLUSIONS SUBGRADE WORK:

*Any subgrade excavation or removal below depth quoted.

*Any import or export of material from site.

*Frost Removal.

*Dewatering or water removal.

*Prime coat/Tack Coat.

*Storm water management plan or implementation.

LANDSCAPING:

*Landscape Repair to include sod replacement and repairing or replacing any sprinklers adjacent to concrete and asphalt areas. Private Sprinklers are to be identified by owner and replaced at owner's expense.

*Not responsible for landscaping damage due to low hanging trees and shrubs. Owner is responsible to trim trees to a minimum of 15' for clearance for equipment.

PREVAILING WAGES:

*Prevailing Wages are not included, an additional 25% will be added to final cost if needed.

TRAFFIC CONTROL:

*Traffic Control.

UTILITY ADJUSTMENTS:

*Raising or lowering manholes or water valves.

*Utility relocation.

WEEKEND OR NIGHT WORK:

*Weekend or Night Work.

See attached terms and conditions

Accepted by: *Katie Kier* Date: 9/25/2024 Estimator: *Kate Snyder*
Kate Snyder

Accepted by: Katie Kier Date: 9/25/2024
Authorized Agent(s)

303-994-7698

kate@asphaltrepair.com

Phone: 303.650.9653 Fax: 303.650.9669

2505 E 74th Ave - Denver, CO 80229

A-1 Chipseal Co. & Rocky Mountain Pavement, LLC is an Equal Employment Opportunity Employer.

Terms and Conditions

1. This contract (hereinafter referred to as the "Agreement") including the terms and conditions that follow, supersedes any prior understanding or written or oral agreement between the parties, and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the contractor has the power to modify the provisions hereof in any respect, that Contractor shall not be bound by, or liable to, Owner for any representation, promise or endorsement made by any agent or person in Contractor's employment to set forth in this Agreement, and no modification or amendment of this instrument shall be binding on the Contractor unless set forth in writing and signed by an authorized officer of the Contractor.
2. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives successors, and assigns, where permitted by this Agreement. Owner expressly agrees that this Agreement is binding upon it and is not subject to cancellation unless expressly agreed upon for any reason, as shown in the body of this Agreement, and that furthermore, notwithstanding the terms hereof, this Agreement shall not be binding upon Contractor until the credit of Owner is approved and accepted by Contractor.
3. Contractor shall not be liable for delays or damages occasioned by causes beyond his control, including but not limited to: the elements, labor strikes and other labor unrest, riots and other public disturbances, acts of God, accidents, material and supply shortages, and delays occasioned by suppliers not meeting shipping schedules.
4. If any provision is modified by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. The Owner and the Contractor agree that the Agreement shall be construed and governed by the laws of Colorado and that venue for any dispute or litigation arising out of this Agreement shall be in Adams County, Colorado.
5. Any alteration or deviation from the specifications, including those directed by the Owner, construction lender and any public body, that involves extra cost (subcontract, labor, materials) will be executed only upon the parties entering into a written change order, which Contractor may or may not execute at its discretion. Owner hereby authorizes Contractor to make any such repairs and agrees to be responsible for the cost of any such repairs and agrees to be responsible for the cost of any such additional work and materials necessary to complete the Job as described herein.
6. Contractor will provide and pay for all labor and materials necessary to complete the Project. Contractor is released from this obligation for expenses incurred when the Owner is in arrears in making progress payments.
7. Contractor will maintain worker's disability compensation insurance for his employees and comprehensive coverage liability insurance policies. Owner to carry insurance against fire, tornado, hail, vandalism and other casualty losses.
8. Contractor may substitute materials without notice to the owner in order to allow work to proceed, provided that the substituted materials are of no lesser quality than those listed in the specifications.
9. Contractor shall not be responsible for underlying materials of the pavement.
10. The parties agree that in the event of breach of any warranty, either expressed or implied, the liability of the Contractor shall be limited to the labor costs of replacing the defective work. The Contractor shall not be liable for any other damages either direct or consequential. Notwithstanding anything else to the contrary, the Contractor shall have no liability or responsibility for any damage to the structure, its contents, floors, carpets and walkways that is caused by the condition of tracking materials (sealcoat, crack filler, tar, etc.), caused by others besides employees, regardless of whether such damage occurs or is worsened during the performance of the job.
11. Any warranty, express or implied, is void if contract is not paid in full.
12. If any payment under this Agreement is not made when due, the Contractor may suspend work on the job until such time as all payments due have been made. Any failure to make payment is subject to a claim enforced against the property in accordance with applicable lien laws.
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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.