

IRON WORKS VILLAGE METROPOLITAN DISTRICT

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

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Cecily VanHouten	Vice President	2022/May 2023
Taylor Strickland	President	2022/May 2023
Carter Harris	Treasurer	2023/May 2023
Bryan Karns	Secretary	2023/May 2022
Jennifer Bartlett	Assistant Secretary	2022/May 2022

DATE: **November 15, 2021**

TIME: **6:00 P.M.**

PLACE: This meeting will be held via Zoom and can be joined through the directions below:
Please email Peggy Ripko if there are any issues (pripko@sdmsi.com).

Join Zoom Meeting

<https://us02web.zoom.us/j/84428694719?pwd=TUlwZmhhWkM0OUw3S21tTDJqR0lQdz09>

Meeting ID: 844 2869 4719

Passcode: 548054

Dial In: 1-346-248-7799

One tap mobile

+13462487799,,84428694719#,,, *548054# US (Houston)

I. ADMINISTRATIVE MATTERS

A. Confirm Quorum and Present Conflict Disclosures.

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

C. Discuss District Website Creation Compliance by January 1, 2023.

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

A. _____

III. CONSENT AGENDA - These items listed below are a group of items to be acted on with a single motion and vote by the Board. An item may be removed from the consent agenda to the regular agenda by any Board member. Items on the consent agenda are then voted on by a single motion, second, and vote by the Board. **Enclosures included in electronic packets only; hard copies available upon request.**

- Review and approve Minutes of the June 7, 2021 Special Meeting and October 12, 2021 Special Meeting (enclosures).
 - Ratification of payment of claims for the period beginning July 1, 2021 through October 31, 2021, in the amount of \$78,990.70 (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and accept unaudited financial statements for the period ending September 30, 2021 and schedule of cash position ending September 30, 2021 (to be distributed).
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- B. Consider approval of the engagement of Auditor to perform the 2021.
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- C. Conduct Public Hearing to consider Amendment to 2021 Budget and consider adoption of Resolution to Amend the 2021 Budget and Appropriate Expenditures, if necessary.
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- D. Conduct Public Hearing on the proposed 2022 Budget and consider adoption of Resolutions to Adopt the 2022 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund _____, Debt Service Fund _____, and Capital Projects Fund_____ for a total mill levy of _____ (enclosures – Preliminary Assessed Valuation, draft 2022 Budget, and Resolutions).
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- E. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- F. Consider approval of Special Disclosure of Costs for Legal Services in Connection with Great Western Bank Loan (enclosure).
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- G. Review and consider final determination to refund general obligation indebtedness, specifically, its currently outstanding Series 2018A Bonds and Subordinate Series 2018B Bonds, through the execution and delivery of a loan agreement and promissory note with Great Western Bank, N.A., in an estimated approximate principal amount of \$3,900,000, which amount is subject to increase or decrease as determined by the Board, or as otherwise permitted by any resolution adopted by the Board at such meeting, and, in connection therewith, the Board will consider a resolution: authorizing the issuance of such indebtedness; approving, ratifying and confirming the execution of certain documents; making determinations and findings as to other matters related to such financing transaction; authorizing incidental action; and repealing prior inconsistent actions.
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V. LEGAL MATTERS

- A. Consider for Adoption Resolution 2021-11-__; Resolution of the Board of Directors Calling Election. Designation of Method for Providing Notice of Call for Nominations: in addition to emailing to each registered elector at the email address provided by the county, or if no email is provided, by mailing to the household of each registered elector, notice of the call for nominations will be provided by [1) publication; or 2) newsletter, annual report or other mailing to the eligible electors of the District; or 3) posting on the District's website; or, if applicable, 4) For Districts with fewer than 1,000 electors, contained within a county of less than 30,000 people, posting at 3 public places and in the office of the clerk and recorder (enclosure).
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- B. Consider Adoption 2022 Annual Administrative Resolution (enclosure).
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- C. Consider adoption of Resolution Designating the Location of Regular Meetings of the Board of Directors. (enclosure).
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- D. Review and consider acceptance of Phase 3 landscape areas (enclosures).
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VI. COMMUNITY MANAGEMENT

- A. Review correspondence from BLVDWAY Communities regarding Phase 3 Landscape punch list (enclosure).

- B. Ratify approval of proposal from Brightview Landscape Services for landscape maintenance (enclosure).

- C. Ratify approval of proposal from Brightview Landscape Services for snow removal (enclosure).

- D. Ratify approval of proposal from Brightview Landscape Services for ditch cleanup (enclosure).

- E. Ratify approval of proposal from Brightview Landscape Services for watering trees (enclosure).

- F. Ratify approval of proposal from Brightview Landscape Services for Revive treatment (enclosure).

- G. Ratify approval of proposal from Brightview Landscape Services for tree stake removal (enclosure).

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2021.**

Additional Enclosures:

- Notice of rate increase from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE IRON WORKS VILLAGE METROPOLITAN DISTRICT HELD JUNE 7, 2021

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Iron Works Village Metropolitan District (referred to hereafter as “District”), was convened on Monday, the 7th day of June, 2021, at 6:00 p.m. The meeting was open to the public. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held via ZOOM without any individuals (neither District Representative nor the general public) attending in-person. The meeting was open to the public via Zoom.

ATTENDANCE

Directors In Attendance Were:

Taylor Strickland (via Zoom)
Cecily VanHouten (via Zoom)
Bryan Karns (via Zoom)
Jennifer Bartlett (via Zoom)

Following discussion, upon motion duly made by Director Harris seconded by Director Strickland and, upon vote, unanimously carried, the absence of Carter Harris was excused.

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”) (via Zoom)

Sean Allen, Esq.; White Bear Ankele Tanaka & Waldron, P.C. (via Zoom)

Diane Wheeler; Simmons & Wheeler, P.C. (via Zoom)

Adam Sattley & Tim Hartwig- Iron Works Apartments (via Zoom)

Lauren, Merrillee Millar, Ann Musial, Eden Abraham and AJ Trujillo; Residents (via Zoom)

RECORD OF PROCEEDINGS

DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Ripko noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Directors' Disclosure Statements have been filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for the District's special meeting.

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

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

Following discussion, upon motion duly made by Director Karns, seconded by Director Strickland and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or requests that the meeting place be changed by residents or tax paying electors within its boundaries.

PUBLIC COMMENT

There were no public comments at this time.

CONSENT AGENDA

Consent Agenda: The Board considered the following actions:

- Consider approval of Minutes of the December 15, 2020 special meeting and the April 12, 2021 Special Meeting.

RECORD OF PROCEEDINGS

- Ratification of payment of claims for the period April 12, 2021, in the amount of \$90,330.72 and June 7, 2021, in the amount of \$37,752.33.

Following review, upon motion duly made by Director VanHouten, seconded by Director Bartlett and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

FINANCIAL MATTERS

Financial Statements/Schedule of Cash Position: Ms. Wheeler reviewed the unaudited financial statements of the District for the period ending March 31, 2021.

Following review and discussion, upon motion duly made by Director Strickland, seconded by Director VanHouten and, upon vote, unanimously carried, the Board accepted the unaudited financial statements of the District for the period ending March 31, 2021.

2020 Audit: Ms. Wheeler reviewed the 2020 draft Audited Financial Statements with the Board.

Following review and discussion, upon motion duly made by Director VanHouten, seconded by Director Karns and, upon vote, unanimously carried, the Board approved the 2020 Audited Financial Statements and authorized execution of the Representations Letter, subject to review by Director Harris, legal and auditor review.

COMMUNITY MANAGEMENT

Foxtail grasses: The Board discussed the removal of Foxtail grasses.

Following discussion, upon motion duly made by Director Strickland, seconded by Director VanHouten and, upon vote, unanimously carried, the Board approved removal of Foxtail grasses.

Landscape Maintenance: The Board reviewed the proposal from Brightview Landscape Services for miscellaneous enhancement projects.

Following discussion, upon motion duly made by Director Strickland, seconded by Director Karns and, upon vote, unanimously carried, the Board approved the proposal from Brightview Landscape Services to provide miscellaneous enhancements to the landscaping.

RECORD OF PROCEEDINGS

Snow Damage: The Board reviewed the proposal from Brightview Landscape Services for Snow Damage Repairs. No action was taken by the Board.

2018 Access Easement and Maintenance Agreement: The Board discussed the 2018 Access Easement and Maintenance Agreement.

The Board noted that the Enforcement Policy of the district under this easement.

Following discussion, upon motion duly made by Director Karns, seconded by Director Bartlett and, upon vote, unanimously carried, the Board approved the enforcement policy of the District under the 2018 Access Easement and Maintenance Agreement.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE IRON WORKS VILLAGE METROPOLITAN DISTRICT HELD OCTOBER 12, 2021

A Special Meeting of the Board of Directors (referred to hereafter as “Board”) of the Iron Works Village Metropolitan District (referred to hereafter as “District”), was convened on Tuesday, the 12th day of October, 2021, at 6:00 p.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board Meeting was held via ZOOM without any individuals (neither District Representative nor the general public) attending in-person. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Taylor Strickland (via Zoom)
Bryan Karns (via Zoom)
Jennifer Bartlett (via Zoom)

Following discussion, upon motion duly made by Director Karns seconded by Director Bartlett and, upon vote, unanimously carried, the absences of Carter Harris and Cecily VanHouten were excused.

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc. (“SDMS”) (via Zoom)

Sean Allen, Esq.; White Bear Ankele Tanaka & Waldron, P.C. (via Zoom)

Cathy Hamilton; Simmons & Wheeler, P.C. (via Zoom)

Patrick Colleran; D.A. Davison & Co. (via Zoom)

DISCLOSURES OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State.

Ms. Ripko noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any

RECORD OF PROCEEDINGS

matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was noted that all Directors' Disclosure Statements have been filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko reviewed with the Board the proposed Agenda for the District's special meeting.

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

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

Following discussion, upon motion duly made by Director Karns, seconded by Director Bartlett and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or requests that the meeting place be changed by residents or tax paying electors within its boundaries.

PUBLIC COMMENT

There were no public comments at this time.

FINANCIAL MATTERS

Summary of Bank Term Sheets: Mr. Colleran reviewed with the Board a term sheets from various Banks in regards to the possible refunding of the District's Series 2018A and 2018B General Obligation Limited Tax Bonds, in the amount of \$3,900,000.

Following discussion, upon motion duly made by Director Karns, seconded by Director Strickland and, upon vote, unanimously carried, the Board approved the term sheet submitted by Great Western Bank for the refunding of the District's Series 2018A and 2018B General Obligation Limited Tax Bonds, in the amount of \$3,900,000.

RECORD OF PROCEEDINGS

OTHER MATTERS

No additional matters were discussed.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

**Iron Works Village Metropolitan District
11/1/2021**

Checks to be Ratified

Checks	Dated	Amount
9035	6/3/2021	13,080.00
9036-9039	6/10/2021	6,436.11
9040-9046	7/16/2021	10,061.76
9047-9051	8/9/2021	5,461.88
9052-9054	8/31/2021	5,105.55
9055-9059	9/13/2021	6,386.71
9060-9062	9/23/2021	8,396.71
9063-9069	10/27/2021	13,813.99
		<u>68,742.71</u>

Autopays	Dated	Amount
PayTech	5/4/21	46.40
PayTech	6/3/21	31.90
PayTech	7/6/21	58.79
PayTech	8/3/21	50.00
PayTech	9/3/21	30.02
PayTech	10/1/21	30.99
Express Tech	5/5/21	25.54
Express Tech	6/4/21	11.26
Express Tech	7/6/21	31.54
Express Tech	8/5/21	26.04
Express Tech	9/3/21	11.70
Waste Mgt online pmt	6/21/21	1,985.37
Waste Mgt online pmt	7/21/2021	1,990.90
Waste Mgt online pmt	8/24/2021	1,997.08
Waste Mgt online pmt	9/21/2021	1,971.55
Waste Mgt online pmt	10/21/2021	1,948.91
		<u>10,247.99</u>

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09310	0	9035	34244	03/24/2021	06/03/2021	03 14 21 snow removal	13,080.00
**** TOTAL ****							13,080.00
CoCal Landscape							
01-000-09325	0	9036	87775	05/31/2021	06/10/2021	05 management	2,585.52
**** TOTAL ****							2,585.52
Special District Managment Services							
01-000-09310	0	9037	4701849	05/25/2021	06/10/2021	05 irrigation work	301.71
01-000-09310	0	9037	4701850	05/25/2021	06/10/2021	05 irrigation work 05/25	130.00
01-000-09310	0	9037	7386786	06/01/2021	06/10/2021	06 maintenance	2,323.00
01-000-09310	0	9037	7395686	05/26/2021	06/10/2021	05 removal of tree wrap	540.20
**** TOTAL ****							3,294.91
Brightview Landscape Services, Inc							
01-000-09050	0	9038	30704	05/31/2021	06/10/2021	05 Accounting	553.04
**** TOTAL ****							553.04
Simmons & Wheeler							
01-000-09450	0	9039	221050786	05/31/2021	06/10/2021	05 transmissions	2.64
**** TOTAL ****							2.64
Utility Notification Center of Colo							
01-000-09300	0	9040	16556	06/30/2021	07/16/2021	06 legal	1,914.73
**** TOTAL ****							1,914.73
White, Bear, Ankele, Tanaka & Wald							
01-000-09050	0	9041	31009	06/30/2021	07/16/2021	06 Accounting	2,129.31
**** TOTAL ****							2,129.31
Simmons & Wheeler							
01-000-09325	0	9042	88798	06/30/2021	07/16/2021	06 management	2,653.37
**** TOTAL ****							2,653.37
Special District Managment Services							
01-000-09450	0	9043	221060770	06/30/2021	07/16/2021	06 transmissions	10.56
**** TOTAL ****							10.56
Utility Notification Center of Colo							
01-000-09450	0	9044	346363	05/31/2021	07/16/2021	05 Pet station	159.20
**** TOTAL ****							159.20
Pet Scoop							
01-000-09310	0	9045	4727659	06/15/2021	07/16/2021	06 irrigation repairs	390.00
01-000-09310	0	9045	4738211	06/24/2021	07/16/2021	06 irrigation repairs	130.00
01-000-09310	0	9045	4741038	06/28/2021	07/16/2021	06 irrigation repairs	141.59
01-000-09310	0	9045	7432504	07/01/2021	07/16/2021	07 maintenance	2,323.00
**** TOTAL ****							2,984.59
Brightview Landscape Services, Inc							
01-000-03500	0	9046	6/16/2021	06/16/2021	07/16/2021	2887 S Fox refund	210.00
**** TOTAL ****							210.00
Dwight Thorne							
01-000-09300	0	9047	17049	07/31/2021	08/09/2021	07 legal	1,409.89
**** TOTAL ****							1,409.89
White, Bear, Ankele, Tanaka & Wald							
01-000-09325	0	9048	89934	07/31/2021	08/09/2021	07 management	2,609.04
**** TOTAL ****							2,609.04
Special District Managment Services							
01-000-09450	0	9049	221070785	07/31/2021	08/09/2021	07 transmissions	10.56
**** TOTAL ****							10.56
Utility Notification Center of Colo							

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
01-000-09450	0	9050	351101	06/30/2021	08/09/2021	06 Pet station	159.20
**** TOTAL ****							159.20
Pet Scoop							
01-000-09310	0	9051	4764734	07/20/2021	08/09/2021	07 irrigation repairs	1,119.88
01-000-09310	0	9051	4787019	08/05/2021	08/09/2021	08 05 21 irrigation repai	153.31
**** TOTAL ****							1,273.19
Brightview Landscape Services, Inc							
01-000-09050	0	9052	31092	07/31/2021	08/31/2021	07 Accounting	605.76
**** TOTAL ****							605.76
Simmons & Wheeler							
01-000-09450	0	9053	353954	07/31/2021	08/31/2021	07 Pet station	199.00
**** TOTAL ****							199.00
Pet Scoop							
01-000-09310	0	9054	4719298	06/09/2021	08/31/2021	06 09 21 Irrigation work	158.88
01-000-09310	0	9054	4729714	06/16/2021	08/31/2021	06 16 21 irrigation work	402.76
01-000-09310	0	9054	4793639	08/11/2021	08/31/2021	08 11 21 irrigation work	416.15
01-000-09310	0	9054	7474084	08/01/2021	08/31/2021	08 landscape maintenane	2,323.00
01-000-09310	0	9054	7501066	08/17/2021	08/31/2021	Tank watering trees	1,000.00
**** TOTAL ****							4,300.79
Brightview Landscape Services, Inc							
01-000-09300	0	9055	18048	08/31/2021	09/13/2021	08 legal	577.10
**** TOTAL ****							577.10
White, Bear, Ankele, Tanaka & Wald							
01-000-09325	0	9056	8/31/2021	08/31/2021	09/13/2021	08 management	2,633.06
**** TOTAL ****							2,633.06
Special District Managment Services							
01-000-09450	0	9057	221080788	08/31/2021	09/13/2021	08 transmissions	17.16
**** TOTAL ****							17.16
Utility Notification Center of Colo							
01-000-09450	0	9058	361951	08/31/2021	09/13/2021	08 Pet station	179.10
**** TOTAL ****							179.10
Pet Scoop							
01-000-09310	0	9059	4808391	08/25/2021	09/13/2021	08 25 21 irrigation repai	323.25
01-000-09310	0	9059	4808392	08/25/2021	09/13/2021	08 25 21 irrigation repai	487.40
01-000-09310	0	9059	4810331	08/27/2021	09/13/2021	08 27 21 irrigation repai	188.81
01-000-09310	0	9059	4810332	08/27/2021	09/13/2021	08 27 21 irrigation repai	484.35
01-000-09310	0	9059	4810335	08/27/2021	09/13/2021	08 27 21 irrigation repai	496.48
01-000-09310	0	9059	7511748	08/25/2021	09/13/2021	08 27 21 Watering trees	1,000.00
**** TOTAL ****							2,980.29
Brightview Landscape Services, Inc							
01-000-09050	0	9060	31368	08/31/2021	09/23/2021	08 Accounting	1,142.34
**** TOTAL ****							1,142.34
Simmons & Wheeler							
01-000-01360	0	9061	POL-000738	09/08/2021	09/23/2021	2022 workers comp	450.00
**** TOTAL ****							450.00
Colorado Special Districts Property							
01-000-09310	0	9062	4826437	09/09/2021	09/23/2021	09 09 21 Irrigation repa	107.45
01-000-09310	0	9062	4826438	09/09/2021	09/23/2021	09 09 21 Irrigation repa	5,620.82
01-000-09310	0	9062	4831189	09/13/2021	09/23/2021	09 13 21 Irrigation repa	491.98
01-000-09310	0	9062	4837815	09/16/2021	09/23/2021	09 16 21 Irrigation repa	189.08

Account	PO/Cont	Check #	Invoice	Date	Date Paid	Description	Amount
	**** TOTAL ****					Brightview Landscape Services, Inc	6,804.37
01-000-09300	0	9063	18200	09/30/2021	10/27/2021	09 legal	235.76
	**** TOTAL ****					White, Bear, Ankele, Tanaka & Wald	235.76
01-000-09050	0	9064	31490	09/30/2021	10/27/2021	09 Accounting	1,286.46
	**** TOTAL ****					Simmons & Wheeler	1,286.46
01-000-09325	0	9065	92642	09/30/2021	10/27/2021	09 management	2,960.03
	**** TOTAL ****					Special District Managment Services	2,960.03
01-000-09450	0	9066	221090781	09/30/2021	10/27/2021	09 transmissions	9.24
	**** TOTAL ****					Utility Notification Center of Colo	9.24
01-000-09060	0	9067	1904069	09/30/2021	10/27/2021	2020 audit	4,000.00
	**** TOTAL ****					WIPFLI	4,000.00
01-000-09450	0	9068	365970	09/30/2021	10/27/2021	09 Pet station	238.80
	**** TOTAL ****					Pet Scoop	238.80
01-000-09310	0	9069	4874048	10/15/2021	10/27/2021	10 15 21 irrigation	437.70
01-000-09310	0	9069	7520546	09/01/2021	10/27/2021	09 maintenance	2,323.00
01-000-09310	0	9069	7566363	10/01/2021	10/27/2021	10 maintenance	2,323.00
	**** TOTAL ****					Brightview Landscape Services, Inc	5,083.70
	*** GRAND TOTAL ***						68,742.71

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 25, 2021

NAME OF TAX ENTITY: IRON WORKS METRO DISTRICT

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

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2021:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	2,858,427
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	4,258,598
3. <u>LESS</u> TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	1,101,584
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	3,157,014
5. NEW CONSTRUCTION: *	5.	\$	1,664,481
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Φ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

- ‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution
- * New construction is defined as: Taxable real property structures and the personal property connected with the structure.
- ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.
- Φ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2021:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	58,348,443
--	----	----	------------

ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	23,279,423
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

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

- ¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.
- * Construction is defined as newly constructed taxable real property structures.
- § Includes production from new mines and increases in production of existing producing mines.

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

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
---	----	----	---

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

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

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

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



PK Kaiser, MBA, MS

Assessor

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax:303-797-1295
<http://www.arapahoegov.com/assessor>
assessor@arapahoegov.com

August 25, 2021

AUTH 4413 IRON WORKS VILLAGE METRO
DISTRICT
SPECIAL DISTRICT MANAGEMENT
SERVICES
C/O PEGGY RIPKO
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4413

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2021 of:

\$4,258,598

The breakdown of the taxable valuation of your property is enclosed.

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

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

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

Ironworks Village Metropolitan District
Proposed Budget
General Fund
For the Year ended December 31, 2022

	Actual 2020	Adopted Budget 2021	Actual 03/31/21	Estimate 2021	Proposed Budget 2022
Beginning fund balance	\$ 7,556	\$ 54,070	\$ 75,514	\$ 75,514	\$ 111,761
Revenues:					
Property taxes	17,321	28,585	17,291	28,585	42,586
Property taxes TIF	3,500	4,155	4,155	4,155	4,156
Specific ownership taxes	1,481	2,287	579	2,000	3,407
O&M Fees	88,408	94,838	24,060	94,838	94,838
Developer advances	78,374	38,971	46,575	46,575	-
Interest income	280	50	13	13	50
Total revenues	<u>189,364</u>	<u>168,886</u>	<u>92,673</u>	<u>176,166</u>	<u>145,037</u>
Total funds available	<u>196,920</u>	<u>222,956</u>	<u>168,187</u>	<u>251,680</u>	<u>256,798</u>
Expenditures:					
Accounting / audit	16,911	14,000	3,199	14,000	14,000
Insurance/SDA dues	5,166	5,500	6,257	6,300	5,500
Legal	25,698	25,000	6,403	25,000	25,000
Management	29,650	23,000	11,767	23,000	23,000
Miscellaneous expense	1,208	-	-	-	-
Detention ponds	-	7,600	-	-	7,600
Landscaping	27,865	25,000	27,118	30,000	35,000
Common area maintenance	-	25,000	-	-	25,000
Trash and recycling	-	20,000	1,731	12,000	20,000
Utilities	14,444	25,000	5,734	25,000	25,000
Site lighting	-	1,000	-	-	1,000
Roads & Sidewalk Maintenance	-	25,000	-	-	25,000
Mailboxes maintenance	-	2,000	-	-	2,000
O&M reserve	-	10,373	-	-	25,000
Miscellaneous	-	2,000	-	4,000	2,000
Treasurer fees	260	429	259	429	639
Treasurer fees EURA pass through	204	34	103	190	51
Contingency	-	5,693	-	-	13,936
Emergency reserve (3%)	-	6,327	-	-	7,072
Total expenditures	<u>121,406</u>	<u>222,956</u>	<u>62,571</u>	<u>139,919</u>	<u>256,798</u>
Ending fund balance	<u>\$ 75,514</u>	<u>\$ -</u>	<u>\$ 105,616</u>	<u>\$ 111,761</u>	<u>\$ -</u>
Assessed valuation		3,274,041			3,274,041
Tif		415,614			415,614
Assessed valuation		<u>\$ 2,858,427</u>	<u>\$ -</u>		<u>\$ 4,258,598</u>
Mill Levy		<u>10.000</u>	<u>-</u>		<u>10.000</u>

Ironworks Village Metropolitan District
Proposed Budget
Capital Projects Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>03/31/21</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
Beginning fund balance	\$ 7,739	\$ -	\$ 7,739	\$ 7,739	\$ -
Revenues:					
Interest income	-	1,000	1	2	-
Total revenues	-	1,000	1	2	-
Total funds available	<u>7,739</u>	<u>1,000</u>	<u>7,740</u>	<u>7,741</u>	<u>-</u>
Expenditures:					
Capital expenditures	-	-	-	7,741	-
Total expenditures	-	-	-	7,741	-
Ending fund balance	<u>\$ 7,739</u>	<u>\$ 1,000</u>	<u>\$ 7,740</u>	<u>\$ -</u>	<u>\$ -</u>

Ironworks Village Metropolitan District
Proposed Budget
Debt Service Fund
For the Year ended December 31, 2022

	Actual <u>2020</u>	Adopted Budget <u>2021</u>	Actual <u>03/31/21</u>	Estimate <u>2021</u>	Proposed Budget <u>2022</u>
Beginning fund balance	\$ 547,409	\$ 535,140	\$ 486,770	\$ 486,770	\$ 13,707
Revenues:					
Property taxes	96,418	159,111	96,247	159,111	183,120
Property taxes TIF	19,483	23,135	23,135	75,000	17,871
Return of excess TIF	-	-	-	-	-
Specific ownership taxes	8,243	12,782	3,221	14,000	14,703
Loan Proceeds	-	-	-	3,890,000	-
Transfer from Capital Projects Fund	-	-	-	-	-
Interest Income TIF	-	-	-	-	-
Interest income	<u>3,283</u>	<u>2,000</u>	<u>106</u>	<u>200</u>	<u>2,000</u>
Total revenues	<u>127,427</u>	<u>197,028</u>	<u>122,709</u>	<u>4,138,311</u>	<u>217,694</u>
Total funds available	<u>674,836</u>	<u>732,168</u>	<u>609,479</u>	<u>4,625,081</u>	<u>231,401</u>
Expenditures:					
Bond interest expense	179,481	179,481	-	89,741	120,991
Bond principal	-	-	-	-	65,000
Treasurer's fees TIF	1,139	347	575	575	268
Treasurer's fees	1,446	2,387	1,444	1,444	2,747
Payment to escrow agent	-	-	-	4,339,065	-
Cost of issuance	-	-	-	174,550	-
Trustee / paying agent fees	<u>6,000</u>	<u>7,500</u>	<u>-</u>	<u>6,000</u>	<u>7,500</u>
Total expenditures	<u>188,066</u>	<u>189,715</u>	<u>2,019</u>	<u>4,611,375</u>	<u>196,506</u>
Ending fund balance	<u>\$ 486,770</u>	<u>\$ 542,453</u>	<u>\$ 607,460</u>	<u>\$ 13,707</u>	<u>\$ 34,895</u>
Assessed valuation		3,274,041			3,274,041
Tif		415,614			415,614
Assessed valuation		<u>\$ 2,858,427</u>	<u>\$ -</u>		<u>\$ 4,258,598</u>
Mill Levy (fully gallagherized in 2019)		<u>55.664</u>	<u>-</u>		<u>43.000</u>
Total Mill Levy		<u>65.664</u>	<u>-</u>		<u>53.000</u>

RESOLUTION
ADOPTING BUDGET, IMPOSING MILL LEVY AND APPROPRIATING FUNDS

(2022)

The Board of Directors of Iron Works Village Metropolitan District (the “Board”), City of Englewood, Arapahoe County, Colorado (the “District”) held a special meeting via Zoom Teleconference, on Monday, November 15th, 2021, at the hour of 6:00 P.M.

Prior to the meeting, each of the directors was notified of the date, time and place of the budget meeting and the purpose for which it was called and a notice of the meeting was posted or published in accordance with § 29-1-106, C.R.S.

[Remainder of Page Intentionally Left Blank.]

NOTICE AS TO PROPOSED 2022 BUDGET

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET AND APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE DISTRICT FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY 2022 AND ENDING ON THE LAST DAY OF DECEMBER 2022.

WHEREAS, the Board has authorized its accountant and/or legal counsel to prepare and submit a proposed budget to the Board in accordance with Colorado law; and

WHEREAS, the proposed budget has been submitted to the Board for its review and consideration; and

WHEREAS, upon due and proper notice, provided in accordance with Colorado law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 15, 2021, interested electors were given the opportunity to file or present any objections to said proposed budget at any time prior to final adoption of the budget by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

Section 1. Adoption of Budget. The budget attached hereto and incorporated herein is approved and adopted as the budget of the District for fiscal year 2022. In the event of recertification of values by the County Assessor's Office after the date of adoption hereof, staff is hereby directed to modify and/or adjust the budget and certification to reflect the recertification without the need for additional Board authorization. Any such modification to the budget or certification as contemplated by this Section 1 shall be deemed ratified by the Board.

Section 2. Levy for General Operating Expenses. For the purpose of meeting all general operating expenses of the District during the 2022 budget year, there is hereby levied a tax of ____ mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 3. Levy for Debt Service Obligations. For the purposes of meeting all debt service obligations of the District during the 2022 budget year, there is hereby levied a tax of

____.____ mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 4. Levy for Contractual Obligation Expenses. For the purposes of meeting all contractual obligations of the District during the 2022 budget year, there is hereby levied a tax of _____._____ mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 5. Levy for Capital Project Expenses. For the purposes of meeting all capital project obligations of the District during the 2022 budget year, there is hereby levied a tax of 0 mills upon each dollar of the total valuation of assessment of all taxable property within the District.

Section 6. Certification to County Commissioners. The Board directs its legal counsel, manager, accountant or other designee to certify to the Board of County Commissioners of Arapahoe County, Colorado the mill levies for the District as set forth herein. Such certification shall be in compliance with the requirements of Colorado law.

Section 7. Appropriations. The amounts set forth as expenditures in the budget attached hereto are hereby appropriated.

Section 8. Filing of Budget and Budget Message. The Board hereby directs its legal counsel, manager or other designee to file a certified copy of the adopted budget resolution, the budget and budget message with the Division of Local Government by January 30 of the ensuing year.

Section 9. Budget Certification. The budget shall be certified by a member of the District, or a person appointed by the District, and made a part of the public records of the District.

[Remainder of page intentionally left blank.]

ADOPTED THIS 15th DAY OF NOVEMBER, 2021.

IRON WORKS VILLAGE METROPOLITAN DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

STATE OF COLORADO
COUNTY OF ARAPAHOE
IRON WORKS VILLAGE METROPOLITAN DISTRICT

I hereby certify that the foregoing resolution constitutes a true and correct copy of the record of proceedings of the Board adopted by a majority of the Board at a District meeting held on Monday, November 15, 2021, via Zoom Teleconference, as recorded in the official record of the proceedings of the District.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of November, 2021.

EXHIBIT A
BUDGET DOCUMENT
BUDGET MESSAGE

WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS
BLAIR M. DICKHONER
GEORGE M. ROWLEY

OF COUNSEL:
KRISTEN D. BEAR
K. SEAN ALLEN
TRISHA K. HARRIS
ZACHARY P. WHITE



HEATHER L. HARTUNG
MEGAN J. MURPHY
EVE M. G. VELASCO
LAURA S. HEINRICH
AUDREY G. JOHNSON
CAREY S. SMITH V
ERIN K. STUTZ
JON L. WAGNER

October 20, 2021

Iron Works Village Metropolitan District
Board of Directors
c/o Peggy Ripko, District Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228

Re: Special Disclosure of Costs for Legal Services in Connection with Great Western
Bank Loan

Dear Board of Directors:

White Bear Ankele Tanaka & Waldron (“**WBA**”) currently serves as general counsel to Iron Works Village Metropolitan District (the “**District**”) pursuant to an engagement letter dated October 11, 2018, that defines the scope of WBA’s engagement for general counsel legal services (the “**Engagement**”). The Engagement states that fees for our services are paid monthly based on hours of service provided and other factors set forth in the Engagement. The purpose of this letter is to confirm the terms of a special fee arrangement regarding WBA’s work in connection with the expected Loan Agreement with Great Western Bank and issuance by the District of its Promissory Note, in the estimated principal amount not to exceed \$3,900,000 (the “**Loan**” and/or the “**Transaction**”). This letter is also intended to describe the roles of WBA and various other professionals expected to be involved in the Transaction. Due to the nature of this type of Transaction, fees for all professionals are usually paid at closing; however, our Engagement provides for monthly billing and payment, followed, typically, by reimbursement to the District for our fees from closing proceeds. This letter discloses a special billing arrangement for our fees to provide a measure of certainty to the District regarding the costs of the Transaction. Other than as specifically noted herein, this letter is not intended to alter any of the provisions of the Engagement.

The effort to close the Transaction may involve the work of several professionals outside the Firm including: (i) an investment banker hired to assist in structuring and raising capital for the Transaction (“**Placement Agent**”); and (ii) a bond lawyer who will be engaged by the District to assist with structuring the Transaction and issue various opinions necessary to close the Transaction, including tax opinion(s) (“**Bond Counsel**”). Please note that it is also our recommendation that the District engage an independent municipal advisor to provide advice with

respect to the Transaction, specifically including advice regarding structure, timing, financial terms, and other similar matters. These professional firms are generally referred to herein as the “**Professionals**”. Our role as general counsel will be to participate with the Professionals in documenting the Transaction as to which we will render a general counsel opinion to various parties regarding the status of the District and other matters surrounding the Transaction.

All of the Professionals will be paid out of proceeds of the Transaction on terms set forth in their individual engagements, which means they are paid by the District. Their duties to the District will be set forth in their individual engagement agreements and will run directly to the District and not to WBA. The Placement Agent may choose to engage its own counsel whose duties will run to the Placement Agent only, but whose fees are generally paid by the District as a cost of the Transaction at closing.

In connection with these Professional engagements, it is important to understand that WBA’s role in the Transaction is limited to matters specifically set forth in our legal opinion, the anticipated form of which is attached hereto (the “**Opinion**”). If the risk or structure of the Transaction changes materially from what we anticipate at this time, resulting in changes to our Opinion which may increase the scope of our services or risk, we will advise the District and it may be necessary for us to increase our fees (as set forth below) for these services.

It is also important for the District to understand, and agree, that WBA is not engaged to oversee the efforts, work product, advice or opinions of the other Professionals. We will perform the work necessary to render our Opinion and will be sufficiently involved in the Transaction to keep the Board of Directors apprised of the status of the efforts of the other Professionals. We read their work to assure our familiarity with their documents but we do not review their work for completeness or accuracy. They are engaged because their services fall outside the scope of our expertise. Accordingly, by proceeding with the Transaction, the District acknowledges that it will rely solely on such Professionals as to the advice they render to the District and the content of their written materials, and the District further acknowledges that WBA is not the guarantor of their work. Should the District have any questions or concerns regarding the work of other Professionals, those questions should be directed to us so we can make sure they are addressed by the correct party.

As compensation for WBA's services as general counsel in connection with the approval, issuance and closing of the Transaction, the District shall pay the Firm a fee of \$50,000 for the Transaction from closing proceeds to compensate us for our time and expertise in connection with attempting to achieve a closing of the Transaction and for risks we incur in connection with the issuance of our Opinion. Accordingly, we will NOT include time and materials billings to the District as part of our routine monthly general counsel invoices; rather, a “**Loan Transaction Legal Services Invoice**” will be provided to the District at or near the closing of the Transaction and shall be due at the time of closing. In addition to these fees, there shall be due and payable upon closing of the Transaction the out of pocket expenses, including travel, telephone and telefax, staff overtime and copying expenses, and all other items and expenses incurred or paid by the Firm on behalf of the District in connection with the Transaction. Please note that if the District directs that work on the Transaction cease prior to closing, or in the event the Transaction does not close for any reason within 90 days of the date of this letter, we may opt to provide a standard invoice

to you for actual time and expenses incurred, which will be due in accordance with our standard Engagement, in lieu of the Loan Transaction Legal Services Invoice referenced above.

We appreciate the opportunity to continue to provide legal services to the District. Should you have any questions regarding this matter, please do not hesitate to call us.

Sincerely,

White Bear Ankele Tanaka and Waldron

Iron Works Village Metropolitan District Acknowledgment

By: _____
Signature

Printed Name: _____

Position: _____

Date: _____

Enclosure:

Form of General Counsel Opinion

_____, 2021

District
Address
Address
Address

Addressee (1)
Address
Address
Address

Addressee (3)
Address
Address
Address

Addressee (4)
Address
Address
Address

\$ _____
DISTRICT [in the City of _____]
(_____ COUNTY, COLORADO)
NAME OF ISSUANCE, SERIES ____ (the "Loan")

Ladies and Gentlemen:

We have acted as general counsel to the _____ District, [City/Town of _____,] _____ County, Colorado (the "District") in connection with the issuance by the District of the Loan/Bonds. We are not counsel for individual directors of the District. The opinions stated herein are given in our limited capacity as legal counsel to the District for general matters. Further, neither our firm nor any of its attorneys or employees have been employed, contracted, or otherwise retained as a "municipal advisor" to the District as such term is defined in 15 U.S.C. 78o-4(e)(4), as amended by the Dodd/Frank Act (the "Act"), or any rules promulgated by the Securities and Exchange Commission under the Act. Any comments or advice provided by our firm regarding the issuance of securities by the District have been solely of a "traditional legal nature", as recognized under the Act.

As to questions of fact material to our opinion, we have relied specifically upon the certified proceedings of the District relating to the authorization, issuance and delivery of the Loan/Bonds and certifications or other representations of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. Whenever our opinion with respect to the existence or absence of facts is indicated to be based on our knowledge, it shall mean that, during the course of our representation as described above, no information has come to our

attention which has given us actual knowledge contrary to the existence or absence of such facts. We have not undertaken any independent investigation to determine the existence or absence of such facts, nor have we undertaken any such investigation with respect to facts certified by anyone, and no inference as to our knowledge of the existence or absence of such facts may be drawn from our representation of the District.

In connection herewith, we have assumed, without independent verification or investigation as to the same: (a) the genuineness and authenticity of all documents submitted to us as originals; (b) the conformity of the originals to all photocopies provided to us in connection with rendering this opinion; (c) that the signatures of persons signing all documents in connection with which this opinion is rendered are genuine and are authorized by the entity on whose behalf such persons have signed; provided, however, that no such assumptions as to genuineness and authorization are made as to signatures on behalf of the District; (d) that all parties to the documents reviewed by us have full power and authority and have obtained all consents and/or approvals necessary to execute, deliver and perform thereunder, provided however that no such assumptions are made as to the District regarding necessary consents and/or approvals in connection with execution, delivery, and performance of the Financing Documents, as defined below; and (e) that all such documents have been duly authorized by all necessary corporate officers, have been duly executed by such parties, and have been duly delivered by such parties; provided, however, that no such assumptions are made as to the District's execution and delivery of any Financing Documents.

The Loan/Bonds is/are being issued pursuant to a Resolution **INSERT FULL NAME OF RESOLUTION UNLESS INFEASIBLE DUE TO LENGTH** adopted by the Board of Directors of the District (the "**Board**") at a regular/special meeting held on _____, 20__ (the "**Authorizing Resolution**"). Capitalized words and phrases not otherwise defined herein shall have the meanings assigned in the Authorizing Resolution.

As general counsel to the District, we have reviewed the following documents:

A. The [Consolidated/Amended and Restated] Service Plan of the District, approved by the Town/City/County on _____, [as amended by a First Amendment to Service Plan, dated _____] ([collectively,] the "**Service Plan**");

B. The Authorizing Resolution;

C. The Loan Agreement between the District and _____, dated as of _____, 20__;

D. The Custodial Agreement between the District, _____, as custodian, and _____, as lender, dated _____, 20__;

E. The Placement Agent Agreement between the District and _____, as placement agent, dated _____, 20__.

The documents described in paragraphs [B] through [E], above, are hereafter referred to as the "**Financing Documents**."

Based on the foregoing, and except as otherwise qualified and limited herein and expressly qualified by paragraphs 10 [11] through 13 [14], inclusive, we are of the opinion that:

1. The District is a duly organized and existing quasi-municipal corporation and political subdivision of the State of Colorado.

2. We have not received any notice from the State Division of Local Government (the “**Division**”) concerning the intent by the Division to certify the District dissolved pursuant to § 32-1-710, C.R.S., and the officers or directors of the District have not advised us of receipt of same. Nothing has come to our attention which would lead us to believe that there are any grounds for dissolution of the District under such statute.

3. The District is not required by law to amend the Service Plan to effectuate the execution and performance of its obligations under the Financing Documents.

4. To the best of our knowledge, based upon the oral representations and affirmations provided to us by individuals serving on the Board, and without any other independent investigation or inquiry by us, for the period from the date of adoption and approval of the Authorizing Resolution to and including the date hereof, such individuals are qualified to serve as directors and officers of the District and have been duly elected or appointed.

5. The District has taken the procedural steps necessary to adopt the Authorizing Resolution in material compliance with the procedural rules of the District and the requirements of Colorado law, and the Authorizing Resolution remains in full force and effect as the date hereof.

6. The Financing Documents have been duly authorized, executed, and delivered on behalf of the District.

7. To the best of our knowledge, [and except as otherwise set forth in the Disclosure Document,] there is no action, suit, or proceeding pending in which the District is a party, nor is there any inquiry or investigation pending against the District by any governmental agency, public agency, or authority which, if determined adversely to the District, would have a material adverse effect upon the District’s ability to comply with its obligations under the Financing Documents.

8. To the best of our knowledge, the issuance, execution, and delivery of the Loan/Bonds by the District, and the execution and delivery of the Financing Documents and the performance by the District of its obligations with respect thereto, will not result in a violation of any applicable judgment, order or decree of any authority of the State of Colorado, and will not result in a breach of, or constitute a default under, any agreement or instrument to which the District is a party or by which the District is bound.

9. To the best of our knowledge, no additional or further approval, consent, or authorization of any governmental, public agency, or authority not already obtained is required by the District in connection with the issuance of the Loan/Bonds, or entering into and performing its obligations under the Financing Documents.

This letter contains opinions of our firm which are, in their entirety, subject to and qualified generally as set forth therein, and are expressly qualified by the following paragraphs 10 [11] through 13 [14]:

10. [11]. The obligations of the District with respect to the Loan/Bonds, Financing Documents, and other documents and agreements referred to or contained therein or herein may all be affected in the future by:

(a) Provisions of bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium, or similar laws relating to or affecting the enforcement of creditor's rights generally;

(b) Compliance or non-compliance by the directors of the District with laws contained in § 18-8-308, C.R.S., and under §§24-18-101, *et seq.*, C.R.S., regarding disclosure of potential conflicts of interest; provided, however, that we have advised the directors of the requirements of such laws and we are aware that each of the directors of the District have filed potential conflict of interest disclosure forms, if applicable, in connection with the transactions and agreements contemplated herein;

(c) Rights to indemnification and contribution which may be limited by applicable law and equitable principles;

(d) The unenforceability under certain circumstances of provisions imposing penalties, forfeiture, late payment charges or an increase in interest rate upon delinquency in payment or the occurrence of an event of default;

(e) General principles of equity now or hereafter in effect, including, without limitation, concepts of mutuality, reasonableness, good faith and fair dealing, and the possible unavailability of specific performance or injunctive relief, regardless of whether such enforceability is considered in a proceeding in equity or at law;

(f) The exercise by the United States of America of the powers delegated to it by the federal constitution;

(g) The reasonable and necessary exercise in certain exceptional situations of the police power inherent in the sovereignty of the State and its governmental bodies in the interest of serving an important public purpose; and

(h) The exercise of judicial discretion and interpretation.

11. [12]. We do not practice law in the areas of federal or state income taxation. Accordingly, we express no opinion as to the federal or state tax consequences associated with the issuance of the Loan/Bonds or with regard to execution and delivery of any of the Financing Documents.

12. [13]. The opinions expressed herein are based solely upon Colorado and applicable federal law as of the date hereof. In providing this opinion, we expressly rely on §1-1-105.5, C.R.S. and §32-1-808, C.R.S.

13. [14]. We express no opinion as to: (a) the financial ability of the District to perform its obligations under the Financing Documents; (b) the validity or enforceability of the Loan/Bonds or the Financing Documents; (c) the accuracy of any TABOR allocation made in connection with the issuance; or (d) the financial condition of the District or the sufficiency of the security provided for payment of the debt service on the Loan/Bonds.

Our only client in the transaction to which this opinion relates is the District. None of the other addressees to this letter have been or are currently clients of our firm. The inclusion of the additional addressees to this opinion shall not establish an attorney-client relationship between such addressee and our firm.

This letter and the opinions expressed herein are limited to the use of the addressees as set forth above, and may not be relied upon by other parties, and may be relied upon only as stated herein. The opinions set forth herein supersede any and all previous understandings, representations, statements, opinions, etc., provided by our firm, whether oral or written, and whether such previous understandings, representations, statements, or opinions were made to the addressees herein, or otherwise, in relation to the Loan/Bonds. We express no opinion as to matters not specifically set forth herein and no opinion may be inferred or implied beyond the matters expressly stated in this letter, subject to all assumptions, limitations, exceptions and qualifications contained herein. Further, the opinions expressed herein are based only on the laws in effect and the facts in existence as of the date hereof and in all respects are subject to and may be limited by future legislation, developing case law, and any change in facts occurring after the date of this letter. We expressly undertake no responsibility or duty to inform any party, whether addressees hereof or not, as to any change in fact, circumstance or law occurring after the date hereof which may affect or alter any of the opinions, statements or information set forth above. This letter and the opinions expressed herein may not be quoted, reproduced, circulated or referred to in whole or in part without our express written consent except in the transcript of proceedings prepared in connection with issuance of the Loan/Bonds.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON

**RESOLUTION OF BOARD OF DIRECTORS
CALLING ELECTION**

IRON WORKS VILLAGE METROPOLITAN DISTRICT

§§ 32-1-804, 1-1-111(2), 1-13.5-1103(1), and 1-13.5-513(1), C.R.S.

At a meeting of the Board of Directors (the “**Board**”) of the Iron Works Village Metropolitan District (the “**District**”), it was moved to adopt the following Resolution:

WHEREAS, the District was organized as a special district pursuant to §§ 32-1-101, *et seq.*, C.R.S. (the “**Special District Act**”); and

WHEREAS, the District is located entirely within Arapahoe County, Colorado (the “**County**”); and

WHEREAS, pursuant to § 32-1-804, C.R.S., the Board governs the conduct of regular and special elections for the District; and

WHEREAS, the Board anticipates holding a regular election on May 3rd, 2022, for the purpose of electing directors and submitting ballot issues and questions to eligible electors of the District, and desires to take all actions necessary and proper for the conduct thereof (the “**Election**”); and

WHEREAS, the Election shall be conducted pursuant to the Special District Act, the Colorado Local Government Election Code and the Uniform Election Code of 1992, to the extent not in conflict with the Colorado Local Government Election Code, including any amendments thereto, and shall also comply with Article X, § 20 of the Colorado Constitution (“**TABOR**”), as necessary; and

WHEREAS, pursuant to § 1-1-111(2), C.R.S., the Board is authorized to designate an election official (the “**Designated Election Official**”) to exercise authority of the Board in conducting the Election; and

WHEREAS, pursuant to § 1-13.5-513(1), C.R.S., the Board can authorize the Designated Election Official to cancel the Election upon certain conditions.

NOW, THEREFORE, BE IT RESOLVED by the Board as follows:

1. The Board hereby calls the Election for the purpose of electing directors and presenting certain ballot issues and/or questions to the electorate. The Election shall be conducted as an independent mail ballot election in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S.

2. The Board names Ashley B. Frisbie of the law firm of White Bear Ankele Tanaka & Waldron as the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the County and shall be primarily responsible for ensuring the proper conduct of the Election.

3. Without limiting the foregoing, the following specific determinations also are made:
 - a. The Board hereby directs general counsel to the District to approve the final form of the ballot to be submitted to the eligible electors of the District and authorizes the Designated Election Official to certify those questions and take any required action therewith.
 - b. The Board hereby directs general counsel to the District to oversee the general conduct of the Election and authorizes the Designated Election Official to take all action necessary for the proper conduct thereof and to exercise the authority of the Board in conducting the Election, including, but not limited to, causing the call for nominations; appointment, training and setting compensation of election judges and a board of canvassers, as necessary; all required notices of election, including notices required pursuant to TABOR; printing of ballots; supervision of the counting of ballots and certification of election results; and all other appropriate actions.
4. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if permitted.
5. The Board hereby ratifies any and all actions taken to date by general counsel and the Designated Election Official in connection with the Election.
6. The Board hereby authorizes and directs the Designated Election Official to cancel the Election and to declare the candidates elected if, at the close of business on the sixty-third day before the Election, or at any time thereafter, there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to publish and post notice of the cancellation as necessary and file such notice and cancellation resolutions with the County Clerk and Recorder and with the Division of Local Government, as required. The Designated Election Official shall also notify the candidates that the Election was canceled and that they were elected by acclamation.
7. This Resolution shall remain in full force and effect until repealed or superseded by subsequent official action of the Board.

[Remainder of Page Intentionally Left Blank]

ADOPTED THIS 15^h DAY OF NOVEMBER, 2021.

IRON WORKS VILLAGE METROPOLITAN
DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Calling Election

**IRON WORKS VILLAGE METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2021& 2022)**

WHEREAS, Iron Works Village Metropolitan District (the “**District**”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Arapahoe, Colorado (the “**County**”); and

WHEREAS, the Board of Directors (the “**Board**”) of the District, has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs legal counsel to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“**Division**”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs legal counsel to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs legal counsel to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, *et seq.*, C.R.S.

5. The Board directs the District's Accountant to: 1) obtain proposals for auditors to be presented to the Board; 2) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and 3) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

6. The Board directs the District's Accountant, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15th, to prepare the final budget and budget message, including any amendments thereto, if necessary, and directs the District Manager to schedule a public hearing on the proposed budget and/or amendments, and to post or publish notices thereof, and directs legal counsel to prepare all budget resolutions and to file the budget, budget resolution and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor expenditures and contracted expenditures and, if necessary, to notify the District Manager, legal counsel and the Board when expenditures or contracted expenditures are expected to exceed appropriated amounts, and directs legal counsel to prepare all budget amendment resolutions and directs the District Manager to schedule a public hearing on a proposed budget amendment and to post or publish notices thereof and to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs legal counsel to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S.

12. The Board determines that each director shall receive compensation for their services as directors subject to the limitations set forth in §§ 32-1-902(3)(a)(I) & (II), C.R.S.

13. The District hereby acknowledges, in accordance with § 32-1-902, C.R.S., the following officers for the District:

Chairman/President:	Taylor Strickland
Vice President:	Cecily VanHouten
Treasurer:	Carter Harris
Secretary:	Bryan Karns
Assistant Secretary:	Jenifer Bartlett
Recording Secretary:	Legal Counsel

14. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with §§ 32-1-902(3)(b) and 18-8-308, C.R.S. Written disclosures provided by Board

members required to be filed with the governing body in accordance with § 18-8-308, C.R.S. shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections or deletions to said conflicts of interest disclosures.

15. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

16. The Board hereby appoints the District Manager as the official custodian for the maintenance, care and keeping of all public records of the District, in accordance with §§ 24-72-202, *et seq.*, C.R.S. The Board hereby directs its legal counsel, accountant, manager and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

17. The Board directs the District Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates, unless otherwise designated by the Board, northwest corner of S. Fox Street and W. Bates Avenue as the location where the District will post physical notice of meetings. If possible, the physical posting shall include specific agenda information.

18. The Board determines to hold regular meetings on the first Monday of March, June and November, at 6:00 p.m. Englewood Public Library, 1000 Englewood Parkway, 1st Floor, Englewood Civic Center, Englewood, Colorado, and by telephone, electronic, or other means not including physical presence.

All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

19. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101, *et seq.*, C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie, of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law, as the Designated Election Official (the “DEO”) of the District for any elections called by

the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

22. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the district and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Ashley B. Frisbie of the law firm of WHITE BEAR ANKELE TANAKA & WALDRON, Attorneys at Law as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

26. The Board directs legal counsel to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report, if requested, in accordance with § 32-1-207(3)(c), C.R.S.

27. The Board directs legal counsel to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner. The Board appoints legal counsel to designate the proxy.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs legal counsel to obtain workers' compensation coverage for the District.

29. The Board hereby directs legal counsel to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly.

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with § 38-35-109.5(2), C.R.S, the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within 30 days of any such conveyance.

32. The Board directs the District's accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

33. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

[Remainder of page intentionally left blank, signature page follows.]

ADOPTED this 15th day of November, 2021.

IRON WORKS VILLAGE
METROPOLITAN DISTRICT

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

CERTIFICATION OF RESOLUTION

I hereby certify that the foregoing constitutes a true and correct copy of the resolution of the Board adopted at a meeting held on November 15th, 2021, via teleconference.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of November, 2021.

Signature

Printed Name

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
IRON WORKS VILLAGE METROPOLITAN DISTRICT**

**DESIGNATING THE LOCATION OF REGULAR MEETINGS OF THE BOARD[S] OF
DIRECTORS**

WHEREAS, the Iron Works Village Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (“**Board**”) previously adopted Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special Meetings (the “**Emergency Resolution**”); and

WHEREAS, pursuant to the Emergency Resolution, any actions, including, but not limited to the adoption of the Emergency Resolution, taken at a regular or special meeting held by teleconference platform shall be ratified at the first regular or special in-person Board meeting that takes place after adoption of the Emergency Resolution; and

WHEREAS, pursuant to § 32-1-903(1), C.R.S., the Board shall meet regularly at a time and in a location to be designated by the Board; and

WHEREAS, the Colorado Legislature enacted House Bill 21-1278 amending § 32-1-903, C.R.S., to clarify what qualifies as a meeting location for purposes of special district board meetings; and

WHEREAS, pursuant to § 32-1-903(5)(a), C.R.S., “location” means the physical, telephonic, electronic, or other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, § 32-1-903(4), C.R.S., provides that the method of conducting any meeting held prior to the effective date of this section, as amended, by telephonic, electronic, or other virtual means is validated, ratified, confirmed, and may not be challenged; and

WHEREAS, the Board desires to repeal the Emergency Resolution; and

WHEREAS, the Board desires to designate the location for regular meetings of the Board.

NOW, THEREFORE, the Board hereby RESOLVES as follows:

1. **Ratification of Prior Actions.** The Board hereby finds and determines that, pursuant to § 32-1-903(4), C.R.S., actions taken by the Board before July 7, 2021, are automatically validated, ratified and confirmed and cannot be challenged. All actions taken by the Board in meetings on or after July 7, 2021, and prior to the date of this resolution, are hereby ratified by the Board.

2. **Designation of Regular Meeting Location.** As of the date hereof, all regular meetings of the Board will be held at the following location(s):

By telephonic, electronic, or other virtual means, and notice of all meetings of the Board shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

AND/OR

Physical Meeting Location: Englewood Library
1000 Englewood Pkwy
Englewood, Colorado

3. **Notice of Meetings Location.** All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and notices of electronic meetings shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

4. **Effect of Resolution.** The above location shall remain in effect until contrary action is taken by the Board, which action must comply with §32-1-903(1), C.R.S., or §§ 32-1-903(1)(a) - 32-1-903(1)(b), C.R.S.

[Remainder of page intentionally left blank.]

ADOPTED this 15th day of November, 2021.

IRON WORKS VILLAGE METROPOLITAN DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

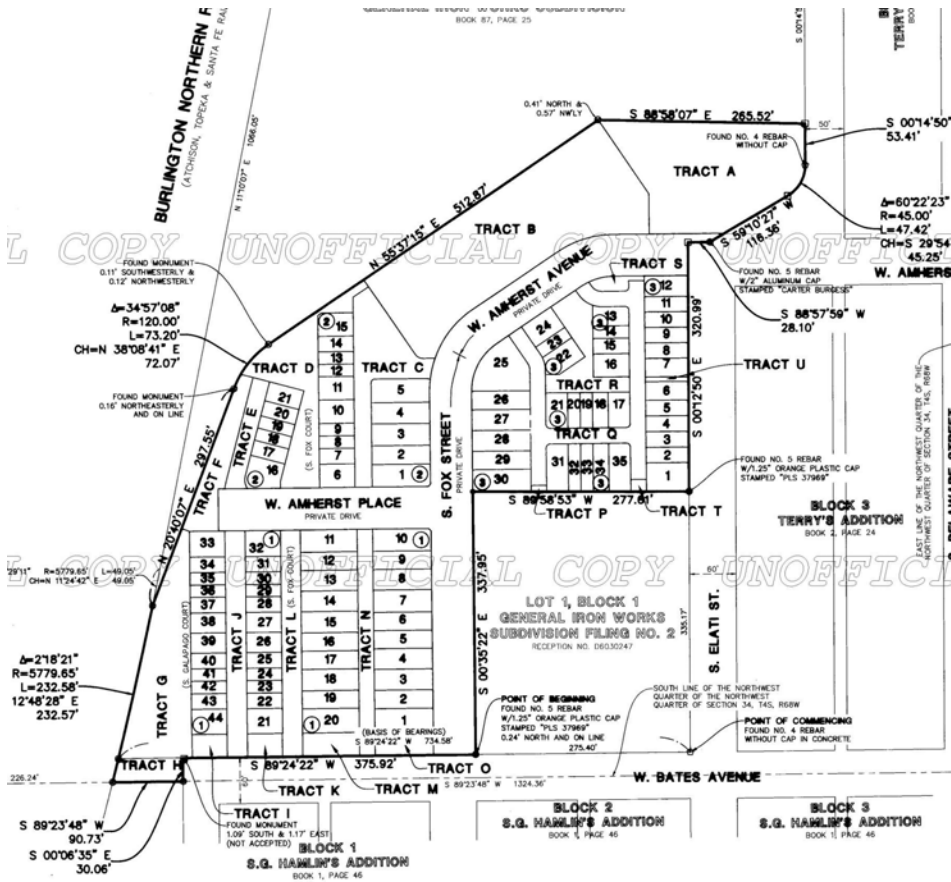
WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature Page to Resolution Designating the Location of Regular Meetings

Iron Works Village As of November 1, 2021	
Phase 2B Additions	Approximate Replacement Cost
Sewer Utilities	\$0.00
Water Utilities	\$0.00
Storm Sewer Utilities	\$55,000.00
Curb and Gutter (streets)	\$0.00
Street Pavement	\$0.00
Alley Pavement	\$0.00
Alley Concrete Valley Pan	\$0.00
Irrigation	\$61,716.00
Landscaping (Plants, shrubs, trees, sod)	\$82,288.00
Sidewalks	\$29,590.00
Retaining Walls	\$303,600.00
Total	\$532,194.00

Locations: Per General Iron Works Subdivision Filing No. 3 Plat Recorder June 21, 2017 under reception No. D7069212 with the County of Arapahoe
Storm Sewer Utilities: Tracts F, G, H, I, K, L, M, O
Landscape/Irrigation: Tracts F, G, H, I, K, L, M, O
Sidewalks: Tracts F, G, L, M, O
Retaining Walls: Tracts F, G



When recorded return to:

Attention:_____

SPECIAL WARRANTY DEED

THIS DEED, Made this **1st** day of November, 2021, between **Iron Works Village, LLC**, a Colorado limited liability company (“**Grantor**”) and **Iron Works Village Metropolitan District**, (“**Grantee**”):

WITNESSETH, That Grantor for and in consideration of the sum of **TEN DOLLARS (\$10.00)** and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, its successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Arapahoe, State of Colorado, described as follows:

Tract F, Tract G, Tract H, Tract I, Tract K, Tract L, Tract M, Tract O per the Minor Subdivision plat of the General Iron Works Subdivision Filing No. 3, part of the northwest quarter of the northwest quarter section 34, township 4 south, range 68 west of the 6th principal meridian, a resubdivision of lot 2, block 1, General Iron Works Subdivision Filing No. 2 city or Englewood, county of Arapahoe, state of Colorado recorded on June 21, 2017 under reception no. D7069212 with the Arapahoe County Clerk and Recorder.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. Grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor, except and subject to matters of record as of the date of this conveyance.

IN WITNESS WHEREOF, Grantor has executed this deed on the date set forth above.

GRANTOR:

Iron Works Village, LLC,
a Colorado limited liability company

By:_____

Name:_____

Its:_____

STATE OF COLORADO)
) ss
COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Aaron Foy, as Manager of Iron Works Village, LLC.

WITNESS my hand and official seal.

My commission expires _____

Notary Public

From: [Karen Steggs](#)
To: [Karen Steggs](#)
Subject: FW: Ironworks Village - Phase 3 landscape/punch list
Date: Friday, November 05, 2021 9:50:38 AM

From: Lee Merritt <lee@blvdmail.com>
Sent: Monday, October 4, 2021 10:12 AM
To: Peggy Ripko <pripko@sdmsi.com>
Subject: RE: Ironworks Village - Phase 3 landscape/punch list

Peggy;

I went to the site Friday and looked at it. I saw the ruts and plants she is talking about and have asked CoCal to address. For the dry grass: Cocal is starting sprinkler blow outs on all their communities this week. I am waiting to hear back on the schedule for Iron Works, but the sprinklers will be off very soon. I was told they cut back watering times due to the lower temp nights recently and it starts the grass into hibernation so it doesn't get "shocked" when the sprinklers get turned off 100%.

For the native grass area, it looked fine to me for being native seed grass. As we discussed CoCal did do some over-seed in areas that were bare, but it takes a long time for it to germinate. This area is meant to be native and we used the city's approved seed mix.

Thank you



LEE MERRITT | VP of Land Development
BLVDWAY Communities
600 Grant Street, Suite 404 | Denver, CO 80203
o 303.200.0742 | c 970.222.0743
lee@blvdmail.com | theblvdway.com

From: Peggy Ripko <pripko@sdmsi.com>
Sent: Tuesday, September 28, 2021 2:25 PM
To: Lee Merritt <lee@blvdmail.com>
Subject: FW: Ironworks Village - Phase 3 landscape/punch list

Hi, Lee-

Please see below from Jennifer from the Board.

Peggy Ripko
District Manager & Community Management Division Manager
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
pripko@sdmsi.com

Phone: 303-987-0835

The information contained in this electronic communication and any document attached hereto or transmitted herewith is confidential and intended for the exclusive use of the individual or entity named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any examination, use, dissemination, distribution or copying of this communication or any part thereof is strictly prohibited. If you have received this communication in error, please immediately notify the sender by reply e-mail and destroy this communication. Thank you.

From: Jennifer Bartlett <jv0bartlett@gmail.com>
Sent: Tuesday, September 28, 2021 12:13 PM
To: Peggy Ripko <pripko@sdmsi.com>
Cc: Carter Harris <carterjadeharris@gmail.com>
Subject: Ironworks Village - Phase 3 landscape/punch list

Hi Peggy-

It looks like most of the hardscape work on the punch list has been completed. The landscaping still needs attention but I think that is ongoing while CoCal is still contracted to do the work.

Please tell Lee we appreciate the work done so far and ask/let him know about the following:

1. There are ruts in the sod area between the phase 3 townhomes and the fence from the lawn mowers. Please have those fixed. The ground was likely soft when it got mowed, so this should be checked whenever it is mowed.
2. The native strip between the townhomes still looks really rough. It's not weeded and the area closest to Amherst Place is really poorly planted and is muddy.
3. The area outside the RTD fence needs to be sprayed or cleaned up.
4. Please check the irrigation nearest to Fox and Bates. There appear to be dry spots and at least one spray head isn't working well.
5. Is there a fall clean-up scheduled?

As far as plant material goes heading into winter/next spring, I'd like assurance that the trees that are dying/struggling will be replaced next spring while still under warranty (there are at least 3 that are in trouble), and that plant material still under warranty will be reviewed before it goes out of warranty and will be replaced accordingly.

Thank you,
Jen

Iron Works Village Metro District
Landscape Maintenance Request for Proposal

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: BrightView Landscape Services, Inc.

CONTRACT SERVICES

ACTIVITY	FREQUENCY	UNIT PRICE	EXTENDED PRICE
PLANT & TREE CARE:			
Shrub/perennial/ornamental grass pruning	2	\$ 945	\$ 1,890
Tree pruning (traffic/safety)	1	\$ 220	\$ 220
Fertilization	1	\$ Included	\$ Included
Weed control - pre-emergent application	1	\$ 350	\$ 350
Weed control - post-emergent applications	26	\$ 92	\$ 2,392
TREE WRAPPING:			
small deciduous trees	1	\$ 510	\$ 510
spring tree wrap removal	1	\$ 380	\$ 380
TURF CARE:			
Mowing/trimming/clean-up	26	\$ 369	\$ 9,594
Edging	13	\$ 56	\$ 728
Fertilization	3	\$ 250	\$ 750
Aeration	2	\$ 260	\$ 520
Weed control - post emergent	3	\$ Included - Fertilizer and weed control performed together	
IRRIGATION SYSTEM MANAGEMENT:			
Activation	1	\$ 260	\$ 260
Winterization	1	\$ 320	\$ 320
System Check	24	\$ 65	\$ 1,560
DETENTION POND MAINTENANCE:			
Ponds sediment removal	2	\$ 388	\$ 776
MISCELLANEOUS:			
Spring Clean-up	1	\$ 880	\$ 880
Fall Clean-up	2	\$ 880	\$ 1,760
Debris & Litter Removal	52	\$ 25	\$ 1,300

TOTAL CONTRACT PRICE \$ 24,190

MONTHLY CONTRACT PRICE \$ 2,015.83

ADDITIONAL SERVICES

LABOR RATES:	COST PER HOUR
Irrigation Technician	\$ 65
Irrigation Labor	\$ 50

Iron Works Village Metro District
Snow Removal Services Request for Proposal.

Proposal Submission Deadline: July 31, 2021

Proposal Submitted by: BrightView Landscape Services, Inc.

CONTRACT SERVICES

ACTIVITY

UNIT PRICE

Time/Material Pricing

Equipment

Pick Up with 7.5 foot plow	\$ <u>118</u>	Per Hour
Laborer-Shoveling	\$ <u>65</u>	Per Hour
Snow Blower	\$ <u>98</u>	Per Hour
ATV with blade	\$ <u>100</u>	Per Hour
Skid Steer with bucket	\$ <u>155</u>	Per Hour
Skid Steer with pusher	\$ <u>155</u>	Per Hour
Front End Loader with bucket	\$ <u>300</u>	Per Hour
Front End Loader with box pusher	\$ <u>300</u>	Per Hour
Dump Truck 10 yards	\$ <u>160</u>	Per Hour
Slicer Truck	\$ <u>118</u>	Per Hour
Obstacle identification service plus \$ <u>8</u> per stake	\$ <u>65</u>	Per Hour
Slicer	\$ <u>265</u>	Per Ton
Ice Melt	\$ <u>45</u>	Per Bag

Proposal for Extra Work at Iron Works Village Metro Distr

Property Name	Iron Works Village Metro Distr	Contact	Robert Graham
Property Address	2844 South Fox Street Denver, CO 80110	To Billing Address	Iron Works Village Metro District c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Ditch Clean-up
Project Description Mow ditch with native and spray weeds in other

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Mow native in ditch and spray weeds in second ditch

For internal use only

SO# 7640442
JOB# 400400508
Service Line 130

Total Price \$450.17

THIS IS NOT AN INVOICE

This proposal is valid for 60 days unless otherwise approved by BrightView Landscape Services, Inc.
2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

- The Contractor shall recognize and perform in accordance with written terms, written specifications and drawings only, contained or referred to herein. All materials shall conform to bid specifications.
- Work Force:** Contractor shall designate a qualified representative with experience in landscape maintenance/construction upgrades or when applicable in tree management. The workforce shall be competent and qualified, and shall be legally authorized to work in the U.S.
- License and Permits:** Contractor shall maintain a Landscape Contractor's license, if required by State or local law; and will comply with all other license and permit requirements of the City, State and Federal Governments, as well as all other requirements of law.
- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
- Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any third party liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and control shall be the sole responsibility of the Client/Owner.
- Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.
- Additional Services:** Any additional work not shown in the above specifications involving extra costs will be executed only upon signed written orders, and will become an extra charge over and above the estimate.
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- Termination:** This Work Order may be terminated by the either party with or without cause, upon seven (7) work days advance written notice. Client/Owner will be required to pay for all materials purchased and work completed to the date of termination and reasonable charges incurred in demobilizing.
- Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
- Disclaimer:** This proposal was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. Contractor cannot be held responsible for unknown or otherwise hidden defects. Any corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

- Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

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- Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
- Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Project Manager

Signature _____ Title _____

Robert Graham _____ October 04, 2021

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature _____ Title _____

Leigh DuFresne _____ October 04, 2021

Printed Name _____ Date _____

Job #: 400400508 Proposed Price: \$450.17

SO # 7640442

Proposal for Extra Work at Iron Works Village Metro Distr

Property Name	Iron Works Village Metro Distr	Contact	Robert Graham
Property Address	2844 South Fox Street Denver, CO 80110	To	Iron Works Village Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228
Project Name	Hand water trees in District		
Project Description	Deep root water trees in district		

Scope of Work

QTY	UoM/Size	Material/Description
16.00	HOUR	Tank Watering Trees 1 day

For internal use only

SO# 7640516
JOB# 400400508
Service Line 130

Total Price \$1,000.00

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

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- Taxes:** Contractor agrees to pay all applicable taxes, including sales tax where applicable on material supplied.
- Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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Customer

Property Manager

Signature: _____ Title: _____

Robert Graham October 04, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature: _____ Title: _____

Leigh DuFresne October 04, 2021

Printed Name: _____ Date: _____

Job #: 400400508 Proposed Price: \$1,000.00

SO # 7640516

Proposal for Extra Work at Iron Works Village Metro Distr

Property Name	Iron Works Village Metro Distr	Contact	Robert Graham
Property Address	2844 South Fox Street Denver, CO 80110	To	Iron Works Village Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Tree Stake Removal

Project Description Remove tree stakes on all trees in MD

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	Remove trees stakes from all MD trees

For internal use only

SO# 7640467
JOB# 400400508
Service Line 130

Total Price \$900.33

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

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5. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with \$1,000,000 limit of liability.
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12. **Assignment:** The Owner/Client and the Contractor respectively, bind themselves, their partners, successors, assignees and legal representative to the other party with respect to all covenants of this Agreement. Neither the Owner/Client nor the Contractor shall assign or transfer any interest in this Agreement without the written consent of the other provided, however, that consent shall not be required to assign this Agreement to any company which controls, is controlled by, or is under common control with Contractor or in connection with assignment to an affiliate or pursuant to a merger, sale of all or substantially all of its assets or equity securities, consolidation, change of control or corporate reorganization.
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Customer

Project Manager

Signature _____ Title _____

Robert Graham _____ October 04, 2021

Printed Name _____ Date _____

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature _____ Title _____

Leigh DuFresne _____ October 04, 2021

Printed Name _____ Date _____

Job #: 400400508 Proposed Price: \$900.33

SO # 7640467

Proposal for Extra Work at Iron Works Village Metro Distr

Property Name	Iron Works Village Metro Distr	Contact	Robert Graham
Property Address	2844 South Fox Street Denver, CO 80110	To	Iron Works Village Metro District
		Billing Address	c/o SDMSI 141 Union Ave Ste 150 Lakewood, CO 80228

Project Name Revive Treatment 2021

Project Description apply revive to all turf areas to aid in water retention and help green up the property

Scope of Work

QTY	UoM/Size	Material/Description
1.00	LUMP SUM	apply revive to all turf areas on property

For internal use only

SO# 7640436
JOB# 400400508
Service Line 807350004

Total Price \$395.04

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2333 W Oxford Ave, Sheridan, CO 80110-4340 ph. (303) 761-9262 fax (303) 761-9023

TERMS & CONDITIONS

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14. **Cancellation:** Notice of Cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of \$150.00 and billed to Client/Owner.

The following sections shall apply where Contractor provides Customer with tree care services:

15. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete brick filled trunks, metal rods, etc. If requested mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. Contractor is not responsible damage done to underground utilities such as but not limited to, cables, wires, pipes, and irrigation parts. Contractor will repair damaged irrigation lines at the Client/Owner's expense.
16. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%) or work not in accordance with ISA (international Society of Arboricultural) standards will require a signed waiver of liability.

Acceptance of this Contract

Contractor is authorized to perform the work stated on the face of this Contract. Payment will be 100% due at time of billing. If payment has not been received by BrightView within fifteen (15) days after billing, BrightView shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1.5% per month (18% per year), or the highest rate permitted by law, may be charged on unpaid balance 30 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY

Customer

Property Manager

Signature: _____ Title: _____

Robert Graham October 04, 2021

Printed Name: _____ Date: _____

BrightView Landscape Services, Inc. "BrightView"

Landscape Designer, Degreed

Signature: _____ Title: _____

Leigh DuFresne October 04, 2021

Printed Name: _____ Date: _____

Job #: 400400508 Proposed Price: \$395.04

SO # 7640436



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: August 31, 2021

RE: Notice of 2022 Rate Increase

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 the CPI (5.28%) 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.