

FOOTHILLS METROPOLITAN DISTRICT

8390 E. CRESENT PKWY., STE. 300
GREENWOOD VILLAGE, CO 80111
303-779-5710 (O) 303-779-0348 (F)

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Monday, November 1, 2021
TIME: 2:00 p.m.
LOCATION: Virtual Microsoft Teams

1. Online Microsoft Teams Meeting – via link below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzZiYtc2YjctZDg1MC00MzllLWlxNzUtNGQ2Zml0ZjcxZjhj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d

ACCESS:

2. To attend via telephone, dial 720-547-5281 and enter the following additional information: Conference ID: 326 148 417#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Patrick Bunyard	President	May 2023
Josh Kane	Treasurer	May 2022
Clyde Wood	Secretary	May 2022
Michael Tonniges	Assistant Secretary	May 2023
Rishi Loona	Assistant Secretary	May 2023

I. ADMINISTRATIVE MATTERS

- A. Call to Order
- B. Disclosures of Potential Conflicts of Interest
- C. Approval of Agenda
- D. Public Comment – Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

- A. Review and Approve Minutes of the August 23, 2021 Special Meeting (enclosed)
- B. Ratification/Approval of Claims Listing (enclosed)
- C. Approval of CliftonLarsonAllen LLP Master Service Agreement and related statement(s) of work (enclosed)

- D. Approval of Resolution 2021-11-01; 2022 Administrative Matters Resolution (enclosed)
- E. Approval of Resolution 2021-11-02; Meeting Resolution (enclosed)
- F. Approval of Resolution 2021-11-03 Calling May 3, 2022 Directors' Election (enclosed)

III. LEGAL MATTERS

- A. Consider Approval of Resolution 2021-11-04; Indemnification Resolution (enclosed)
- B. Consider Approval of Resolution 2021-11-05; Investment Policy Resolution (enclosed)
- C. Consider Approval of Resolution 2021-11-06; Consumer Data Protection Policy Resolution (enclosed)
- D. Consider Approval of Resolution 2021-11-07; Public Records Policy Resolution (enclosed)

IV. FINANCIAL ITEMS

- A. Review and Accept September 30, 2021 Unaudited Financial Statements and November 2021 Cash Position Report (enclosed)
- B. Public Hearing to Consider Amendment of 2021 Budget; Consider Approval of Resolution 2021-11-08 to Amend 2021 Budget (enclosed)
- C. Public Hearing to Consider Approval of 2022 Budget; Consider Adoption of Resolution 2021-11-09 to Approve 2022 Budget
- D. Other

V. MANAGER ITEMS

- A. Discuss grounds maintenance services for 2022

VI. DIRECTOR ITEMS

- A. Other

VII. OTHER BUSINESS

- VIII.** Executive Session pursuant to Section 24-6-402(4)(e), C.R.S. to discuss matters subject to negotiation related to District Management.

IX. ADJOURNMENT

There are no regular meetings scheduled for the remainder of 2021.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE FOOTHILLS METROPOLITAN DISTRICT (THE “DISTRICT”) HELD AUGUST 23, 2021

A special meeting of the Board of Directors of the Foothills Metropolitan District (referred to hereafter as the “Board”) was convened on August 23, 2021, at 11:00 a.m. This District Board meeting was held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors in Attendance Were:

Patrick Bunyard, President
Josh Kane, Treasurer
Clyde Wood, Secretary

Also in Attendance Were:

Denise Denslow, Carrie Bartow and Curtis Bourgouin; CliftonLarsonAllen LLP (“CLA”)
Alan Pogue; Icenogle Seaver Pogue, P.C.

CALL TO ORDER

Director _Bunyard called the meeting to order at 11:03 a.m.

DECLARATION OF QUORUM/DIRECTOR QUALIFICATIONS /REAFFIRMATION OF DISCLOSURES

Mr. Pogue reported that disclosures for those directors that provided Icenogle Seaver Pogue with notice of potential or existing conflicts of interest were filed with the Secretary of State’s Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Mr. Pogue inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

APPROVAL OF AGENDA

Following review, upon a motion duly made by Director Kane, seconded by Director Bunyard and, upon vote, unanimously carried, the Board approved the agenda as presented.

APPOINTMENTS OF BOARD VACANCIES

Mr. Pogue informed the Board that the Notice of Vacancy was published and that no expression of interest was received by qualified electors in the District. He stated that, as such, two McWhinney employees have been qualified to service. Following discussion, and upon a motion duly made by Director Kane, seconded by Director Wood and, upon vote, unanimously carried, the Board appointed Rishi Loona and Michael Tonniges to the Board.

ELECTION OF

President: Patrick Bunyard

RECORD OF PROCEEDINGS

OFFICERS

Treasurer: Josh Kane
 Secretary: Clyde Wood
 Assistant Secretary: Rishi Loona
 Assistant Secretary: Michael Tonniges

PUBLIC COMMENT

Members of the public may express their views to the Board on matters that affect the District that are not otherwise on the agenda. Comments will be limited to three (3) minutes per person. Comments will be taken in the order reflected on the sign in sheet: There were no public comments.

CONSENT AGENDA

The 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:

- **Minutes of June 1, 2021 Special Meeting**
- **Claims Listing**

Prior to approval, Item B on the Consent Agenda was discussed, specifically related to the payment to Walton Foothills Holding LLC in the amount of \$145,833.33 for a proration of the 2021 management fee. Following discussion, and upon a motion duly made by Director Bunyard, seconded by Director Kane and, upon vote, unanimously carried, the Board approved the Consent Agenda as presented.

LEGAL MATTERS

Discussion of Facilities Management Agreement (Prism): Mr. Pogue discussed with the Board the need for a Facilities Management Agreement with the ownership transitions within the District. Discussion followed regarding the District's assets and the scope of a Facilities Management Agreement. Director Bunyard in his role with Prism, was asked to provide a current Scope of Services and pricing for the remainder of 2021. Directors Kane and Wood will review the proposal with legal and management, and execute if satisfactory with ratification at the next Board meeting.

Consider Adoption of Resolution Calling Special Election on December 7, 2021: Mr. Pogue informed the Board that in a situation where a District Board is completely vacated, and then seats appointed by the jurisdictional municipality, a special election must be held within six months after such appointment. As the Foothills Metropolitan District Board required appointment of directors by the City of Fort Collins, the District will need to engage in a special election as outlined in the resolution. This election will take place by mail ballot. Following discussion, upon a motion duly made by Director Kane, seconded by Director Bunyard and, upon vote, unanimously

RECORD OF PROCEEDINGS

carried, the Board Adopted the Resolution Calling a Special Election on December 7, 2021.

FINANCIAL MATTERS

June 30, 2021 Unaudited Financial Statements and August Cash Position Report: Ms. Bartow reviewed with the Board. Discussion followed regarding the Debt Service Fund and Public Improvement Fee revenues. Following discussion, upon a motion duly made by Director Kane, seconded by Director Bunyard and, upon vote, unanimously carried, the Board accepted the June 30, 2021 Unaudited Financial Statements and August Cash Position Report.

2020 Audit Extension: Upon a motion duly made by Director Kane, seconded by Director Bunyard and, upon vote, unanimously carried, the Board approved the 2020 Audit extension.

MANAGER MATTERS

Establishing District Website for Posting of 24-Hour Notices at a not to exceed amount of \$750: Ms. Denslow informed the Board that the establishment of the website will allow for posting of meeting notices. Additionally, recent legislation mandates districts to implement the use of websites by 2023. Following discussion, upon a motion duly made by Director Kane, seconded by Director Wood and, upon vote, unanimously carried, the Board approved the establishment of a website in a not to exceed amount of \$750 for the purpose of posting meeting notices.

DIRECTOR MATTERS

Other: Director Kane inquired about Director compensation, as permitted by statute. Discussion followed, at which time Mr. Pogue informed the Board that upon approval he would prepare a resolution to ratify at the next meeting establishing Director's compensation in the amount of \$100 per meeting, not to exceed \$2,400 annually. Following discussion, upon a motion duly made by Director Kane, seconded by Director Bunyard and, upon vote, unanimously carried, the Board approved legal counsel to prepare a resolution for Director compensation of meeting attendance to be ratified at the next meeting.

Ms. Bartow informed the Board that this would be done through ADP and that CLA will be providing the necessary paperwork to implement.

Director Wood inquired about use of parking by Marriott guests either in the District's garage or on the public lots. Discussion followed and it was determined that the parking is available for any public use, but that the Marriott should be informed that guests parking for an extended period of time (in excess of 3 days) could be towed.

OTHER BUSINESS

Quorum/Location for the November 1, 2021 at 2:00 p.m. Regular Board Meeting: The Board confirmed a quorum for the November 1, 2021 Board

RECORD OF PROCEEDINGS

meeting. Ms. Denslow noted that an updated appointment will be sent to the Board and consultant team reflecting 2:00 p.m. for the November 1st meeting.

Executive Session pursuant to Section 24-6-402(4)(e), C.R.S. to discuss matters subject to negotiation related to District Management: Upon a motion duly made by Director Kane, seconded by Director Wood and, upon vote, unanimously carried, the Board went into Executive Session at 12:19 p.m.

The Board reconvened into Open Session and adjourned the meeting at 12:48 p.m. Director Bunyard was not present in the Executive Session, and no action was taken by the Board.

ADJOURNMENT

There being no further business to come before the Board at this time, the meeting was adjourned at 12:48 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Foothills Metropolitan District

Check List

All Bank Accounts

May 11, 2021 - October 27, 2021

Check Number	Check Date	Payee	Amount
Vendor Checks			
1115	06/07/21	CliftonLarsonAllen, LLP	3,372.16
1116	06/07/21	Sherman & Howard LLC	1,188.00
1117	06/07/21	Walton Foothills Holdings VI,LLC	145,833.33
1118	06/07/21	White, Bear, Ankele, Tanaka &Waldron	5,860.96
1119	08/03/21	CliftonLarsonAllen, LLP	10,201.13
1120	08/03/21	Icenogle Seaver Pogue	3,257.30
1121	08/03/21	Sherman & Howard LLC	9,715.00
1122	08/03/21	White, Bear, Ankele, Tanaka &Waldron	8,052.78
1123	10/21/21	CliftonLarsonAllen, LLP	12,484.93
1124	10/21/21	CO Special Dist Prop & Liab Pool	450.00
1125	10/21/21	Coloradoan	132.14
1126	10/21/21	Fiscal Focus Partners, LLC	6,100.00
1127	10/21/21	Icenogle Seaver Pogue	11,970.06
1128	10/21/21	RLI Surety	250.00
1129	10/21/21	UMB Bank, NA	3,500.00
Vendor Check Total			222,367.79
Check List Total			222,367.79

Check count = 15



CliftonLarsonAllen LLP
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111
phone 303-779-5710 fax 303-779-0348
CLAconnect.com

September 21, 2021

Board of Directors
Foothills Metro District
8390 East Crescent Pkwy., Suite 300
Greenwood Village, CO 80111

Dear Board of Directors:

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

Scope of professional services

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

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

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

Management responsibilities

Management and, when appropriate, the board of directors of the district acknowledge and understand that our role is to provide the services identified in an SOW and that management and the board of directors of the district have certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its management responsibilities. References to management in this MSA and in an SOW are applicable to the board of directors of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, your management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

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

Other fees

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

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

Mediation

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

Any Dispute will be governed by the laws of the state of Colorado, without giving effect to choice of law principles.

Limitation of remedies

These limitation of remedies provisions are not applicable for any audit, examination, or agreed-upon procedures services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Colorado, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA, the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

Consulting services

- For each service pursuant to an SOW, separately within twenty-four (24) months after the date we deliver the services or work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW.
- Within twenty-four (24) months from the date of our last billing for services performed pursuant to the SOW on which the dispute is based.
- Within twenty-four (24) months after the termination by either party of either this MSA or the district's ongoing relationship with CLA.

Tax services

- For tax return preparation, separately within thirty-six (36) months after the date when we deliver any final tax return(s) pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you under this MSA or other SOW relating to said return(s).

- For tax consulting engagements, separately within thirty-six (36) months from the date of our last billing for services pursuant to the SOW on which the dispute is based.
- For all tax return and tax consulting engagements, within twelve (12) months from the date when you terminate this MSA or the district's ongoing relationship with CLA.

Examination, compilation, and preparation services related to prospective financial information

- For examination, compilation, and preparation services related to prospective financial information (i.e., forecasts and projections), separately within twelve (12) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information

- For audit, review, examination, agreed-upon procedures, compilation, and preparation services, separately within twenty-four (24) months after the dates when we deliver the work product pursuant to the SOW on which the dispute is based, regardless of whether any CLA party provides other services for you relating to the work product.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

CLA shall be authorized to the following cash access services:

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

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

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

Management responsibilities relevant to CLA's access to your cash

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

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve non-recurring wires to external parties.
- Pre-approve for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Other provisions

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

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by law.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services identified in applicable SOWs, we will utilize the resources available at the district, when applicable, to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

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

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

The district agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this agreement, except as may be assumed in a SOW.

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

Consent

Consent to use financial information

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

Subcontractors

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

Technology

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

Termination of MSA

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

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in cursive script that reads "Carrie Bartow".

Carrie Bartow, CPA
Principal
Carrie.Bartow@CLAconnect.com

Response:

This agreement correctly sets forth the understanding of Foothills Metro District.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Preparation SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Foothills Metro District (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records
 - Process accounts payable including the preparation and issuance of checks for approval by a designated individual
 - Prepare billings, record billings, enter cash receipts, and track revenues
 - Reconcile certain accounts regularly and prepare journal entries
 - Prepare depreciation schedules

- Prepare monthly/quarterly/as requested financial statements and supplementary information, but not perform a compilation with respect to those financial statements. Additional information is provided below.
- Prepare a schedule of cash position to manage the district’s cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district’s board of directors.
- Prepare the annual budget and assist with the filing of the annual budget – additional information is provided below.
- Assist the district’s board of directors in monitoring actual expenditures against appropriation/budget.
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district’s auditors.
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below.
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required.
- Review claims for reimbursement from related parties prior to the board of directors’ review and approval.
- Read supporting documentation related to the district’s acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness. Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW. These procedures may not satisfy district policies, procedures, and agreements’ requirements. Note: our procedures should not be relied upon as the final authorization for this transaction.
- Attend board meetings as requested.
- Be available during the year to consult with you on any accounting matters related to the district.
- Review and approve monthly reconciliations and journal entries prepared by staff
- Reconcile complex accounts monthly and prepare journal entries
- Analyze financial statements and present to management and the board of directors.
- Develop and track key business metrics as requested and review periodically with the board of directors.
- Document accounting processes and procedures
- Continue process and procedure improvement implementation
- Report and manage cash flows
- Assist with bank communications.

- Perform other nonattest services.

Compilation services

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

Preparation services – financial statements

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

Preparation services - annual

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- Prepare monthly/quarterly/as requested financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP

identified above, based on information provided by you and information generated through our outsourced accounting services.

- b. As requested, apply accounting and financial reporting expertise to assist you in the presentation of your monthly/quarterly/as requested financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c. Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d. Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.
- e. If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f. If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the monthly/quarterly/as requested financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion

a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

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

No assurance statements

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

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

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

Management responsibilities

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

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

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

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

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

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

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

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if

we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

The hour rates currently in effect for our services are as follows:

Principal	\$300 - \$425
Chief Financial Officer	\$200 - \$385
Controller	\$180 - \$250
Senior	\$140 - \$180
Staff	\$ 80 - \$150
Administrative support	\$ 80 - \$120

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. We will also add a technology and client support fee of five percent (5%) of all professional fees billed. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Municipal advisors

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

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ and contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in cursive script that reads "Carrie Bartow".

Carrie Bartow, CPA
Principal
Carrie.Bartow@CLAconnect.com

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Payroll Services SOW
Date: September 21, 2021

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Foothills Metro District (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of payroll preparation services

We will provide the following payroll preparation services from information you provide:

- For each pay period:
 - Perform payroll calculations
 - Prepare payroll checks or pay-stubs in the case of direct deposit of employee net pay
 - Initiate electronic transfer of funds for employee net pay and payroll tax deposit liabilities
 - Processing retirement plan contribution payments
 - Preparation of retirement plan and other census information
- Prepare the following government forms annually for each calendar year-end (may be filed electronically):
 - All copies of required forms W-2 and W-3
 - Form 940 – Employers Annual Federal Unemployment Tax Return, if applicable
 - Form 943 – Employers Annual Tax Return for Agricultural Employees
 - All necessary state forms, if applicable
- If applicable, prepare the following government reporting forms for each calendar quarter-end (may be filed electronically):
 - Form 941 – Employers Quarterly Tax Return
 - State Employers Quarterly Withholding Return
 - State Employers Quarterly Unemployment Tax Return (SUTA)
 - Initiate electronic funds transfer for quarterly Federal Unemployment Tax (FUTA) liability
- Cash access services related to payroll services
 - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.

- Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
- Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).
- Initiate the direct deposit of employee net pay from funds drawn upon your bank account(s).
- The following services would impair independence
 - Accept responsibility to authorize payment of client funds, electronically or otherwise, except as specifically provided for with respect to electronic payroll tax payments.
 - Accept responsibility to sign or cosign client checks, even if only in emergency situations.
 - Maintain a client's bank account or otherwise have custody of a client's funds or make credit for banking decisions for the client.

Our responsibility to you and limitations of the payroll services

We will prepare the entity's federal and state (if applicable) payroll forms and tax returns in accordance with the applicable payroll tax laws. We will use our judgment in resolving questions where the law is unclear, and where there is reasonable authority, we will resolve questions in your favor whenever possible.

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

Our payroll preparation services will include electronically transmitting information to taxing authorities and your financial institution to facilitate the electronic transfer of funds. Authorizations for us to provide these services will be made in separate communications.

Our payroll preparation services will include transmitting federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf. Authorizations for us to provide these services will be made in separate communications.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and returns. We will have no obligations with regard to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us. All necessary information should be provided to us within two days of the close of each payroll period or no later than two days prior to your payroll check date. A list of information we will require and the dates required will be provided in a separate communication.

For all nonattest services we may provide to you, including these payroll services, management agrees to assume all management responsibilities; oversee the services; by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls.
- Careful review of paychecks or pay-stubs, and payroll journals for each periodic payroll.
- Accuracy of information used in the preparation and filing of all government forms.
- Review and pre-approval of each electronic funds transfer initiated on your behalf for employee net pay amounts, payroll tax and withholding liabilities, and related benefit amounts.

You are responsible to carefully review the paper returns that we prepare on your behalf before signing and submitting them to tax authorities. You are responsible to review the paper copies of payroll forms and tax returns that were filed electronically on your behalf. We will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

You are also responsible for the payment of payroll tax and withholding liabilities. Therefore, the Internal Revenue Service recommends that you enroll in the U.S. Department of the Treasury Electronic Federal Tax Payment System (EFTPS) to monitor your account and ensure that timely tax payments are being made for you. You may enroll in the EFTPS online at www.eftps.gov, or call 800-555-4477 for an enrollment form. Individual states have similar programs that allow you to monitor your account. A list of links by state is provided online at <http://www.americanpayroll.org/weblink/statelocal-wider/>.

Your responsibilities relevant to CLA's access to your cash

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all payroll runs prior to cash being committed.

Fees

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Other than annual adjustments reflecting inflation, our professional fees will not fluctuate unless there is a significant change in the number of employees, taxing jurisdictions, or in the services you wish for us to provide. If such changes should occur, we will discuss any fee adjustments with you prior to making any changes to your billing. Lastly, any additional forms that you would like us to complete will be charged at an hourly fee.

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

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

Tax examinations

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

Record retention

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

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

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

Tax consulting services

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

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

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

Communications and confidentiality

CLA will hold the information supplied by the entity to us in confidence and CLA will not disclose it to any other person or party, unless the entity authorizes us to do so, it is published or released by the entity, or it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes the entity name and address as well as the business and financial information you provided to us.

By signing and dating this SOW, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice. If you do not wish to authorize such use, please strike out this paragraph prior to signing the SOW.

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity

also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in cursive script that reads "Carrie Bartow".

Carrie Bartow, CPA
Principal
Carrie.Bartow@CLAconnect.com

Enclosures

Response:

This letter correctly sets forth the understanding of Foothills Metro District.

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAcconnect.com

Special Districts Public Improvement Fee SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Foothills Metro District (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Services to be Provided

PIF Receiving Agent Services

- Coordinate with leasing agent to obtain contact information on all new tenants.
- Provide all tenants with proper PIF documentation and placards for display.
- Coordinate with tenants to ensure proper disclosure and calculation of PIF.
- Designated receiving agent for PIF payments.
- Receive, receipt and deposit PIF payments.
- Coordinate with accountant on revenue distribution.
- Maintain and monitor PIF receipts and records.
- Quarterly compliance checks at retail locations.
- Follow-up correspondence with retailers from compliance checks.
- Coordination with leasing agent or legal counsel as necessary.

CLA shall be authorized to the following cash access services:

- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above.
- Take deposits to the bank that include cash.

Management responsibilities relevant to CLA’s access to your cash

Someone with management authority is responsible for the processes below. All approvals must be documented in writing, either electronically or manually, or formally approved and documented in the minutes of the district board meeting:

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system

- Get approval for non-recurring wires to external parties.
- Get pre-approval for recurring wires, then Board will ratify approval.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA'S 2021 STANDARD HOURLY RATES SERVICES:

- | | |
|----------------------------------|---------------|
| • Principals | \$225 - \$325 |
| • Public managers | \$150 - \$225 |
| • Assistant public managers | \$135 - \$150 |
| • Public management analysts | \$100 - \$135 |
| • District administrators | \$125 - \$140 |
| • Records retention coordinators | \$ 95 - \$110 |

Following an initial set up fee of \$3,000, the PIF's first year's fees are anticipated to be approximately \$12,500.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Municipal advisors

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

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contract. We shall not knowingly contract with a subcontractor that (a) knowingly employees or contract with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contract. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a worker without authorization, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the illegal alien. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

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

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in cursive script that reads "Carrie Bartow".

Carrie Bartow, CPA
Principal
Carrie.Bartow@CLAconnect.com

APPROVED:

Signature

Title

Date



CliftonLarsonAllen LLP
 8390 East Crescent Pkwy., Suite 300
 Greenwood Village, CO 80111
 phone 303-779-5710 fax 303-779-0348
CLAconnect.com

Special Districts Management Services SOW

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Foothills Metro District (“you” and “your”) dated September 21, 2021. The purpose of this SOW is to outline certain services you wish us to perform in connection with that agreement.

Scope of professional services

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

Scope of Management Services

CLA will perform the following services for the District:

District Board of Directors (“Board”) Meetings

- Coordination of all Board meetings;
- Meeting Attendance: District Manager and/or designee will attend all Board meetings;
- Preparation and distribution of agenda and informational materials;
- Preparation of meeting minutes for all meetings;
- Preparation and posting of legal notices required in conjunction with the meetings;
- Other details incidental to meeting preparation and follow-up.

Recordkeeping

- Maintain lists of persons and organizations for correspondence;
- Vendor listing as needed or requested by the Board;
- Repository of all District records and act as Custodian of records for purposes of CORA (as that term is defined in the District’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 *et seq.*, C.R.S.).

Communications

- 24/7 answering and paging services;
- Website administration. It is recommended that the District have a website; however, CLA will not provide a website for the District on CLA’s website. CLA will oversee daily management and maintenance of the District website as needed or requested by the District;
- Respond to routine inquiries, questions and requests for information regarding the District;
- Periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the District Manager on behalf of the District as requested by the Board;
- Provide liaison and coordination with municipal, county and state governmental agencies.

Contract Administration

- Insurance administration, including risk evaluation, comparison of coverage, processing claims, completion of applications, monitoring expiration dates, processing routine written and telephone correspondence;
- Ensure all contractors and sub-contractors maintain the required insurance coverage for the District's benefit;
- Bidding, contract and construction administration and supervision of project processes assigned by the Board and project contractors;
- Confer with and coordinate legal, accounting, engineering, auditing and other professional services to the District by those professionals and consultants retained by the District as directed by the Board (CLA itself will not and cannot provide legal services);
- Represent the District with other entities and bodies as requested by the Board (but not as its representative for legal matters);
- Bid, contract, and supervise all District vendors

Document Administration

- Provide coordination and administration for the continuing revision of the District's Rules and Regulations;
- Provide framed aerial photographic mapping of the District, if requested;
- In conjunction with and at the direction of the District's legal counsel, coordinate all elections for the District in accordance with state law, including preparation of election materials, publications, legal notices, training session for election judges and general election assistance; CLA will not serve as the Designated Election Official ("DEO");
- Administer any legal documents, permits, or agreements that relate to or District facilities and any Rules and Regulations adopted by the Board.

Accounts Payable Services to be Provided:

- Receive and process all invoices;
- Coordinate review, approval and coding of all invoices with District Accountant and Board to ensure timely payment

In addition to these services, when, in the professional opinion of the District Manager, other services are necessary, the District Manager shall recommend the same to the Board or perform such services and report to the Board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000.00, the District Manager shall discuss such costs with the Board and receive prior authorization to perform such services.

Fees, time estimates, and terms

Our professional fees will be billed based on the time involved and the degree of responsibility and skills required. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed

until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not issued our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

CLA’S 2021 STANDARD HOURLY RATES FOR PUBLIC MANAGEMENT SERVICES:

- Principals \$190 - \$325
- Public managers \$190 - \$325
- Assistant public managers \$110 - \$150
- Public management analysts \$110 - \$150
- District administrators \$125 - \$145
- Records retention coordinators \$ 90 - \$115

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimates are based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fees will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimates.

Municipal advisors

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

Additional provisions required by CRS 8-17.5-102(2)(a)(I) and (II)

Unlawful employees, contractors, and subcontractors

We shall not knowingly employ or contract with a worker without authorization to perform work under this contact. We shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with a worker without authorization to perform work under this contract or (b) fails to certify to us that the subcontractor will not knowingly employ or contract with a worker without authorization to perform work under this contact. [CRS 8-17.5-102(2)(a)(I) and (II)]

Verification regarding workers without authorization

We have verified or attempted to verify through participation in the E-Verify Program or the Department Program [as defined in CRS 8-17.5-101(3.3) and (3.7) of the state of Colorado that we do not employ or contract workers without authorization.

Limitation regarding E-Verify Program and the Department Program

We shall not use the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while performing this contract. [CRS 8-17.5-102(2)(b)(II)]

Duty to terminate a subcontractor and exceptions

If we obtain actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, we shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.

- (1) Notify the subcontractor and the district within three days that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
- (2) Terminate the subcontract with the subcontractor if, within three days of receiving notice that we have actual knowledge that the subcontractor is employing or contracting with a worker without authorization, the subcontractor does not stop employing or contracting with the worker without authorization. [CRS 8-17.5-102(2)(b)(A) and (B)]

Duty to comply with state investigation

We shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to CRS 8-17.5-102(5). [CRS 8-17.5-102(2)(b)(IV)]

Agreement

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

Sincerely,

CliftonLarsonAllen LLP



Denise Denslow
Principal
Denise.Denslow@CLAconnect.com

APPROVED:

Signature

Title

Date

RESOLUTION NO. 2021-11-01
FOOTHILLS METROPOLITAN DISTRICT
2022 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION

WHEREAS, the Board of Directors (the “Board”) of the District are required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the District; and

WHEREAS, the Board desires to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the District; and

WHEREAS, the Board further desires to acknowledge and ratify herein certain actions and outstanding obligations of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Board directs the legal counsel to prepare and file either an accurate map as specified by the Colorado Division of Local Government (the “Division”) or a notice that the District’s boundaries have not changed since the filing of the last map for the District, with the Division, the Larimer County Clerk and Recorder, and the Larimer County Assessor on or before January 1, 2022, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S., the Board directs legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the District; (ii) the principal address and mailing address of the District; (iii) the name of the District’s agent; and (iv) the mailing address of the District’s agent.

3. The Board directs legal counsel to prepare, no more than sixty (60) days prior to and not later than January 15, 2022, the District’s annual transparency notice containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notice to the eligible electors of the District in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notice with the Larimer County Board of County Commissioners, the Larimer County Assessor, the Larimer County Treasurer, the Larimer County Clerk and Recorder’s Office, the City of Fort Collins City Council (“City Council”), and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notice shall be made available for public inspection at the principal business office of the District.

4. The Board directs the District’s accountant to submit a proposed 2023 budget for the District to the Board on or before October 15, 2022, to schedule a public hearing on the proposed budget, prepare a final budget, and budget resolution, including certification of mill levies and amendments to the budget if necessary; to certify the mill levy to Larimer County Assessor on or before December 15, 2022 in accordance with Section 39-5-128, C.R.S.; and to file

the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. In the event additional real property is included into the boundaries of the District in the future, the District authorizes legal counsel to record the special district public disclosure document and a map of the new boundaries of the District concurrently with the recording of the order for inclusion in the Larimer County Clerk and Recorder's office, in accordance with Section 32-1-104.8(2), C.R.S.

6. The Board directs legal counsel to notify the City Council of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the District's Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. For any nonrated public securities issued by the District, the Board directs the District accountant to prepare and file with the Division on or before March 1, 2022, an annual information report with respect to any of the District's nonrated public securities which are outstanding as of the end of the District's fiscal year in accordance with Section 11-58-105, C.R.S.

8. The Board hereby authorizes the District's accountant to prepare and file an audit exemption and resolution for approval of audit exemption with the Colorado State Auditor by March 31, 2022, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2022 and filed with the State Auditor by July 31, 2022. In addition, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, the District's accountant shall 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 Section 29-1-606(7), C.R.S.

9. The Board directs its staff to prepare the Unclaimed Property Act report and forward the report to the Colorado State Treasurer by November 1, 2022 if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with Section 38-13-110, C.R.S.

10. The Board directs the District's accountant 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 Sections 11-58-101 *et seq.*, C.R.S.

11. The Board directs legal counsel to oversee the preparation of any continuing annual disclosure report required to be filed pursuant to a continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12 and pursuant to any authorizing resolution, indenture, pledge agreement, loan document, and/or any other document related to the issuance of any general or special obligation bonds, revenue bonds, loans from financial institutions or other multiple fiscal year obligations by the District and any refundings thereof.

12. The Board designates the Secretary of the District as the official custodian of “public records,” as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and the offices of the District Manager.

13. The Board directs legal counsel to advise it on the requirements of the Fair Campaign Practices Act, Sections 1-45-101 *et seq.*, C.R.S., when applicable.

14. The Board directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District including, but not limited to, *Fort Collins Coloradoan*.

15. The Board hereby determines that each director on the Board shall receive compensation for services as directors in the amount of \$100 per meeting in accordance with Section 32-1-902(3)(a), C.R.S.

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

Chairman/President:	Patrick Bunyard
Secretary:	Josh Kane
Treasurer:	Clyde Wood
Assistant Secretary:	Michael Tonniges
Assistant Treasurer:	Rishi Loona
Recording Secretary:	District Manager or its designee

The Board acknowledges that the Board may elect new officers during the fiscal year if new directors are elected or appointed to the Board, or if any director or officer resign from the Board. Any change in officers shall be recorded in the meeting minutes at which the new officers are elected.

17. The Board hereby determines that each member of the Board shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Board. Such forms shall be retained in the District’s files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901, C.R.S., the Board directs legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure a surety bond for each Director, and to file copies of each with the Clerk of the Court and with the Division.

18. The Board confirms its obligations with regards to the defense and indemnification of its public employees, which by definition, includes elected and appointed officers, as set forth

in the Indemnification Resolution adopted by the Board on November 1, 2021, and hereby specifically appropriates sufficient funds for such purpose.

19. Pursuant to Section 32-1-1101.5, C.R.S., the Board directs legal counsel to certify the results of any special district ballot issue elections to incur general obligation indebtedness by certified mail to the City Council and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever the District authorizes or incurs a general obligation debt, the Board authorizes legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the Larimer County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever the District incurs general obligation debt, the Board directs legal counsel to submit a copy of the recorded notice to the City Council within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

20. The Board directs legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the City Council, if requested, in accordance with Section 32-1-1101.5(1.5)&(2), C.R.S.

21. The Board directs legal counsel to prepare and file the special district annual report in accordance with the District's Service Plan and Section 32-1-207(3)(c), C.R.S.

22. The Board has determined that legal counsel will file conflicts of interest disclosures provided by board members with the Colorado Secretary of State seventy-two (72) hours prior to each meeting of the Board, in accordance with Sections 32-1-902(3)(b) and 18-8-308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

23. The District is currently a member of the Special District Association ("SDA") and is insured through the Colorado Special Districts Property and Liability Pool. The Board directs the District's accountant to pay the annual SDA membership dues and insurance premiums in a timely manner. The Board and District consultants will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

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

25. Pursuant to Section 24-6-402(2)(c), C.R.S. and the Meeting Resolution adopted by the Board on November 1, 2021, the Board hereby designates the District's public website, www.foothillsmetrodistrict.org, as the twenty-four (24) hour posting location for all meeting notices. The Board hereby designates: 344 E. Foothills Parkway, Unit W-1, Fort Collins, Colorado as the posting location for notices if the District is unable to post a notice online in exigent or emergency circumstances.

26. The Board members have reviewed the minutes from the August 23, 2021 meeting of the Board, which minutes are attached hereto as Exhibit A. The Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken at said meetings.

27. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Board hereby declares that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.

28. The District hereby acknowledges, agrees and declares that the District's policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Sections 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the District's official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, "official custodian" means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The District hereby designates the District's accountant as its official custodian over public deposits.

(Signatures Begin Next Page.)

ADOPTED AND APPROVED THIS 1st DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

CERTIFICATION OF RESOLUTION

I, Alan D. Pogue, General Counsel of the Board of Directors of Foothills Metropolitan District, do hereby certify that the annexed and foregoing Resolution is a true copy from the Records of the proceedings of the Board of said District, on file with Icenogle Seaver Pogue, P.C., general counsel to the District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Larimer County, Colorado, this 1st day of November, 2021.

By: _____
Alan D. Pogue, General Counsel

(S E A L)

EXHIBIT A

**Minutes from the
August 23, 2021
Meeting of the Board**

RESOLUTION NO. 2021-11-02
FOOTHILLS METROPOLITAN DISTRICT
MEETING RESOLUTION

WHEREAS, Foothills Metropolitan District (the “District”) was organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the Special District Act (“Act”); and

WHEREAS, on December 12, 2013, the Board of Directors (the “Board”) of the District adopted a Resolution Establishing the Location of Special and Regular Meetings, to designate the time and place of all regular meetings, and on November 25, 2019 the Board adopted a Resolution Concerning Online Notice of Regular and Special District Meetings, and on November 2, 2020 the Board adopted a Resolution Declaring Emergency Procedures and Authorizing Teleconferencing for Regular and Special District Meetings (“Prior Meeting Resolutions”); and

WHEREAS, House Bill 21-1278 (“HB1278”), which was signed into law with an effective date of July 7, 2021, revised the meeting requirements for the boards of directors of special districts; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., as amended by HB1278, the Board shall meet regularly at a time and in a “Location” to be designated by the Board; and

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

WHEREAS, Section 32-1-903(1.5), C.R.S., as amended by HB1278, requires that all meetings of the Board that are held solely at physical locations must be held at physical locations that are within the boundaries of the District or that are within the boundaries of the county in which the District is located, in whole or in part, or in any county so long as the physical location does not exceed twenty miles from the district boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of a meeting of the Board appears on the agenda of a meeting of the Board, and (b) A resolution is adopted by the Board stating the reason for which meetings of the Board are to be held in a physical location other than under the provisions of Section 32-1-903(1.5), C.R.S. and further stating the date, time, and physical location of such meeting; and

Whereas, pursuant to Section 32-1-903(2)(a), special meetings may be held as often as the needs of the District require, upon notice to each director, and may include study sessions at which a quorum of the Board is in attendance, and at which information is presented but no official action can be taken by the Board; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., notice of the time and location designated for all regular and special meetings of the Board shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the District to annually designate one public place within the boundaries of the District where notice of the Board's meetings shall be posted no less than twenty-four (24) hours prior to the Board's meetings; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District shall be deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the holding of the meeting on a public website of the District; and

WHEREAS, the meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, the Board desires to amend and restate the Prior Meeting Resolutions pursuant to this Meeting Resolution to address the changes to the meeting requirements for the boards of directors of special districts as set forth in HB1278.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT THAT:

1. The Board hereby determines to hold regular meetings on the first Wednesday of even months (February, April, June, August, October and December) at 1:00 p.m. The location of all regular and special meetings will be held virtually via Zoom or other reliable virtual platform and telephonically, as designated in the meeting notice. The meeting notice of all meetings of the Board will include the method or procedure, including the telephonic conference number or electronic link, by which members of the public can attend the meeting.

2. The Board hereby designates the District's public website, www.foothillsmetrodistrict.org, as the District's twenty-four (24) hour posting location for all meeting notices.

3. The Board hereby designates: 344 E. Foothills Parkway, Unit W-1, Fort Collins, Colorado as the posting location for notices if the District is unable to post a notice online in exigent or emergency circumstances.

4. The designation set forth in Paragraph 2 is hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time as the Board determines to designate a new posting location.

5. Emergency meetings may be called by the District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting

on the District's website, if any. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

6. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

7. This Resolution shall take effect on the date and time of adoption and shall remain effective until otherwise supplemented or amended by the Board.

(Signatures Appear on Following Page.)

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 1ST DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

RESOLUTION NO. 2021-11-03
FOOTHILLS METROPOLITAN DISTRICT
2022 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION

WHEREAS, Foothills Metropolitan District (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”), after approval of the eligible electors of the District, by order of the District Court in and for Larimer County, Colorado (the “Court;” and

WHEREAS, after organization, District elections to elect members to the Board of Directors (the “Board”) of the District and/or to present certain ballot questions to the eligible electors of the District are governed by the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Election Code”) (the Act, Uniform Code, and Local Government Election Code are collectively referred to herein as the “Election Laws”); and

WHEREAS, the Board of Directors (the “Board”) for the District consists of five (5) director offices; and

WHEREAS, the Board was previously vacated and, pursuant to Section 32-1-905(2.5), C.R.S., members were appointed to serve on the Board by the City of Fort Collins City Council; and

WHEREAS, pursuant to Section 32-1-905(2.5), C.R.S., the appointed Board called for nominations for a special election to be held on December 7, 2021 (the “Special Election”) for purposes of electing members to serve on the Board; and

WHEREAS, pursuant to Sections 1-13.5-513(1)&(6), C.R.S., the Designated Election Official (as described below) cancelled the Special Election and declared the candidates elected on October 5, 2021 as there were not more candidates for director than offices to be filled at the close of business on the sixty-third day before the Special Election; and

WHEREAS, upon taking their oaths of office and filing such oaths with Court on after the Special Election date, the following four members will have been elected at the Special Election to serve on the Board until the next regular special district election and one director seat remains vacant:

Joshua Kane	May 2022
Patrick Bunyard	May 2023
Rishi Loona	May 2023
Michael J. Tonniges	May 2023
Vacant	May 2022

WHEREAS, the next regular special district election for the District to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 3, 2022 (the "Election") pursuant to Section 1-13.5-111(1), C.R.S.; and

WHEREAS, in accordance with Election Laws, the Board desires to call the Election for the purposes of electing two (2) directors to the Board to each serve a three (3) year term pursuant to Section 32-1-305.5(3)(b), C.R.S.; and

WHEREAS, pursuant to Section 32-1-804(1), C.R.S., the Board shall govern the conduct of the Election and render all interpretations and make all decisions as to controversies or other matters arising in conducting the Election; and

WHEREAS, pursuant to Section 32-1-804(2), C.R.S., all powers granted by the Board by Part 8, Article 1 of Title 32, for the conduct of regular or special elections may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the designated election official; and

WHEREAS, pursuant to Section 1-13.5-108(1), C.R.S., the designated election official named by the Board shall render all interpretations and shall make all initial decisions as to controversies or other matters arising in operation of the Code; and

WHEREAS, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the designated election official for the Election and exercise all powers granted by the Board for the conduct of the Election; and

WHEREAS, §§ 1-13.5-501(1) & -(1.7), C.R.S., require that, between seventy-five (75) and one hundred (100) days before a regular election, the Designated Election Official shall provide public notice of a call for nominations for the election by two methods: (1) by emailing the notice to each active registered elector of the District as of the date that is one hundred fifty (150) days prior to the election or, if no email address is on file, by mail as provided in § 1-13.5-501(1.7), C.R.S., and (2) by any one of the following means: publication, as defined in § 1-13.5-501(2), C.R.S.; including the notice as a prominent part of an informational mailing sent by the District to the eligible electors of the District; posting the information of the official website of the District; or, if permitted under § 1-13.5-501(1.7)(b)(IV), C.R.S., posting the notice in at least three public places within the boundaries of the metropolitan district and in the office of the Clerk and Recorder of Larimer County; and

WHEREAS, § 1-13.5-1104(2), C.R.S. requires the Designated Election Official to supervise the distributing, handling, and counting of ballots and the survey of returns, and to take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election; and

WHEREAS, §§ 1-11-103(3) & 32-1-104(1), C.R.S. require the District to certify to the Division the results of any elections held by the District and include the District's business address, telephone number, and contact person; and

WHEREAS, § 1-13.5-513(1), C.R.S. provides that if the only matter before the electors in an election is the election of persons to office and if, at the close of business day on the sixty-third (63rd) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election, the Designated Election Official shall cancel the election and declare the candidates elected if so instructed by resolution of the governing body; and

WHEREAS, § 1-11-103(3), C.R.S. provides that if an election is cancelled pursuant to § 1-13.5-513(1), C.R.S., the District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the “Division”); and

WHEREAS, the Board desires to call an election and set forth herein the procedures for conducting such election as authorized by the Election Laws.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE FOOTHILLS METROPOLITAN DISTRICT THAT:

1. The Board hereby calls a regular election of the eligible electors of the District to be held on May 3, 2022 between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Election Laws, for the purpose of electing two (2) directors to each serve a three-year term on the Board. Such numbers may change due to one or more vacancies arising on the Board after the adoption of this Resolution and prior to the Election. The Election shall be conducted as an independent mail ballot election pursuant to Part 11 of the Local Government Election Code and all other relevant provisions of the Code.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Designated Election Official shall act as the primary contact with the Larimer County Clerk and Recorder’s office and shall be primarily responsible for ensuring the proper conduct of the Election including, but not limited to, appointing election judges as necessary, appointing the Board of Canvassers, arranging for the required notices of the election and printing of ballots, and directing that all other appropriate actions be accomplished. The Board hereby directs the District’s General Counsel to oversee the general conduct of the Election.

3. The Board hereby directs the Designated Election Official to provide public notice of a call for nominations for the Election in accordance with the requirements of § 1-13.5-501, C.R.S., which shall include information regarding the director offices to be voted upon at the Election, where a self-nomination and acceptance form or letter may be obtained, the deadline for submitting the self-nomination and acceptance form or letter to the Designated Election Official, and information on obtaining an absentee ballot. The notice shall be emailed to each active registered elector of the District as specified in the registration list provided by the Larimer County Clerk and Recorder as of the date that is one hundred fifty (150) days prior to the date of the Election or, if no email address is on file, by mail as provided in § 1-13.5-501(1.7), C.R.S. In addition, public notice shall be provided by publication as defined in § 1-13.5-501(2), C.R.S.

4. Pursuant to Section 1-13.5-1002(1)(b), C.R.S., applications for absentee voter's ballots may be filed at the Designated Election Official's office (at such address noted in Paragraph 5 below), between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 26, 2022).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director in the District must file a self-nomination and acceptance form or letter, signed by the candidate and by an eligible elector of the State as a witness to the signature of the candidate, with the Designated Election Official no later than 5:00 P.M. on the day that is sixty-seven (67) days prior to the Election (February 25, 2022). On the date of signing the self-nomination and acceptance form or letter a candidate for director shall be an eligible elector of the District. Pursuant to Section 32-1-103(5), C.R.S., an "eligible elector" means a person who, at the designated time or event, is registered to vote in the State of Colorado and (i) who is a resident of the special district; or (ii) who, or whose spouse or civil union partner, owns taxable real or personal property situated within the boundaries of the special district, whether said person resides within the special district or not. A person who is obligated to pay taxes under a contract to purchase taxable property situated within the boundaries of the special district is considered an "owner" for purposes of this definition. Self-nomination and acceptance forms are available at the Designated Election Official's office located at 4725 S. Monaco St., Suite 360, Denver, Colorado 80237.

6. Pursuant to Sections 1-13.5-513(1)&(6), C.R.S., the Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63rd) day before the Election (March 1, 2022), 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 file cancellation notices with the Larimer County Clerk and Recorder's Office and with the Colorado Division of Local Government, to post notice of the cancellation in the office of the Designated Election Official, and to provide notice by publication of the cancellation of the election. The Designated Election Official also shall notify the candidates that the Election was cancelled and that they were elected by acclamation.

7. In accordance with §§ 1-11-103(3) & 32-1-104(1), C.R.S., the District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 2, 2022).

8. The Designated Election Official and the officers, agents, consultants, and employees, if any, of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, and directed toward holding the Election for the purposes stated herein are hereby ratified, approved, and confirmed.

10. All prior acts, orders, or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

11. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

12. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation, if necessary, and those costs incurred pursuant to the terms and conditions of an election agreement with the County, if any.

13. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 1ST DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard
Its: President

**RESOLUTION 2021-11-04 OF THE BOARD OF DIRECTORS
OF
FOOTHILLS METROPOLITAN DISTRICT**

**A RESOLUTION PROVIDING FOR THE DEFENSE AND INDEMNIFICATION
OF DIRECTORS, OFFICERS, AND EMPLOYEES OF THE DISTRICT**

WHEREAS, Foothills Metropolitan District (the “District”) is a special district operating as a quasi-municipal corporation and political subdivision of the State of Colorado, by virtue of organization under Section 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, past and present directors, officers, and employees of the District (collectively, “Public Employees” as further defined below) may be subject to claims arising from acts or omissions occurring during the performance of their governmental duties for the District or within the scope of their employment for the District; and

WHEREAS, pursuant to Section 24-10-101, *et seq.*, C.R.S. of the Colorado Governmental Immunity Act (the “Act”), the District and its Public Employees are immune from certain types of suits for injuries suffered by private persons; and

WHEREAS, the District recognizes that Public Employees should be provided with protection from liability in certain cases so that such Public Employees are not discouraged from providing the services or functions required by the District and its inhabitants or from exercising the powers authorized or required by law; and

WHEREAS, the District desires to adopt herein the immunity provisions of the Act, as such provisions are applicable to Public Employees of the District, and to set forth additional provisions in which the District shall defend and indemnify its Public Employees against certain types of actions due to the acts and omissions of its Public Employees that occurred during the performance of their duties for the District or within the scope of their employment for the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT THAT:

1. Definitions. For purposes of this resolution, the terms below shall be defined as follows:
 - a. “**Injury**” shall mean death, injury to a person, damage to or loss of property, of whatsoever kind, which, if inflicted by a private person, would lie in tort or could lie in tort regardless of whether that may be the type of action or the form of relief chosen by a claimant.
 - b. “**Official Capacity**” shall mean a Public Employee who is serving at the request of the District and its inhabitants, and performing necessary District duties and undertaking such action or no action on behalf of the District.
 - c. “**Public Employee**” shall mean any current or former director, officer, employee, servant, or authorized volunteer of the District, whether or not compensated, elected, or appointed.

Public Employee does not include an independent contractor. “Authorized volunteer” means a person who performs an act for the benefit of the District at the request of and subject to the control of the District.

2. Tort Actions.

a. Immunity from Tort Claims. A Public Employee shall be immune from liability in any claim for Injury, whether brought pursuant to the Act, Section 29-5-111, C.R.S., the common law, or otherwise, which lies in tort or could lie in tort regardless of whether that may be the type of action or the form of relief chosen by a claimant and which arises out of an act or omission of such Public Employee occurring during the performance of the Public Employee’s duties for the District or within the scope of the Public Employee’s employment with the District unless the act or omission causing such Injury was willful and wanton or as otherwise prohibited pursuant to Section 24-10-106(1), C.R.S.

b. Indemnification by the District. Except as otherwise provided in Paragraph 2.c. herein, the District shall pay, in accordance with Section 24-10-110, C.R.S., the costs of the defense, reasonable attorney fees, judgments and settlements for its Public Employee where a claim against the Public Employee arises out of injuries sustained from an act or omission of such Public Employee and which occurred or is alleged in the complaint to have occurred during performance of the Public Employee’s duties for the District or within the scope of the Public Employee’s employment with the District.

c. No Indemnification by the District. The District shall not be required to pay any defense costs, judgments and settlements on behalf of any Public Employee as provided in Paragraph 2.b. herein if:

1) The District is not made a party defendant in an action and the District is not notified of the existence of such action in writing by the plaintiff or the Public Employee within fifteen (15) days after commencement of the action; or

2) Such Public Employee willfully and knowingly fails to notify the District of the incident or occurrence which led to the claim within a reasonable time after such incident or occurrence, if such incident or occurrence could reasonably have been expected to lead to a claim; or

3) It is determined by a court that (i) the injuries did not arise out of an act or omission of such Public Employee occurring during the performance of his or her duties and within the scope of his or her employment, or (ii) the act or omission of such Public Employee was willful and wanton. If it is so determined, the District may request and the court shall order such Public Employee to reimburse the District for reasonable costs and reasonable attorney fees incurred in the defense of such Public Employee; or

4) The Public Employee compromises or settles the claim without the consent of the District; or

5) Sovereign immunity bars the action against the District.

d. Payment of Judgments. The District shall pay, to the extent funds are available in the fiscal year in which any compromise, settlement or judgment (collectively, the “judgment”) becomes final, any judgment out of any funds that are available from any or all of the following sources:

- 1) A self-insurance reserve fund;
- 2) Funds that are not appropriated for any other purpose unless the use of such funds is restricted by law or contract for other purposes;
- 3) Funds that are appropriated for the current fiscal year for the payment of such judgment and not previously encumbered.

If the District is unable to pay a judgment during the fiscal year in which it becomes final because of lack of available funds, the District shall levy a tax, in a separate item to cover such judgment, sufficient to discharge such judgment in the next fiscal year or in the succeeding fiscal year if the budget of the District has been finally adopted for the fiscal year in which the judgment becomes final; but in no event shall such annual levy for one or more judgments exceed a total of ten (10) mills, exclusive of existing mill levies. The District shall continue to levy such tax, not to exceed a total annual levy of ten (10) mills, exclusive of existing mill levies, but in no event less than ten (10) mills if such judgment will not be discharged by a lesser levy, until such judgment is discharged. In the event that more than one judgment is unsatisfied and a ten (10) mill levy is insufficient to satisfy the judgments in one year, the proceeds of the ten (10) mill levy shall be prorated annually among the judgment creditors in the proportion that each outstanding judgment bears to the total judgments outstanding.

e. Limitations on Judgments. The maximum amount that may be paid by the District for any judgment on behalf of a Public Employee shall be limited to those amounts set forth in Section 24-10-114, C.R.S., as may be amended from time to time.

f. Damages. A Public Employee of the District shall not be liable for punitive or exemplary damages arising out of an act or omission occurring during the performance of the Public Employee’s duties for the District or within the scope of the Public Employee’s employment for the District, unless such act or omission was willful and wanton.

g. Notification. Where the District is made a codefendant with its Public Employee, it shall notify the Public Employee in writing within fifteen (15) days after the commencement of such action whether it will assume the defense of the Public Employee pursuant to this Resolution. Where the District is not made a codefendant, it shall notify such Public Employee whether it will assume such defense pursuant to this Resolution within fifteen (15) days after receiving written notice from the Public Employee of the existence of such action.

3. Non-Tort Civil Actions.

a. Indemnification by the District. The District hereby agrees to pay the costs of defense for its Public Employees and any settlements and judgments against its Public Employees, including reasonable attorney fees, for all non-tort civil actions, including but not limited to, actions which lie or could lie in contract, or arise under state or federal law and are not governed

by the Act, subject to such limitations as exist in law as of the date hereof. As a prerequisite to such payment, the Public Employee must furnish the District with an affidavit stating that: (1) the Public Employee did not derive an improper personal benefit upon which the claim is based; (2) it is the Public Employee's reasonable belief that the act or omission upon which the claim is based occurred within the Public Employee's Official Capacity and was not prohibited by law; (3) the Public Employee's conduct was in good faith; and (4) the Public Employee reasonably believed that such conduct was in the District's best interests.

b. No Indemnification by the District. The District shall not pay such defense costs, settlements or judgments, and shall be reimbursed by the Public Employee for such defense costs incurred, including reasonable attorney fees, where it is determined by a court of competent jurisdiction that (1) the Public Employee derived an improper personal benefit upon which the claim was based; and/or (2) the injuries did not arise out of an act or omission of the Public Employee while the Public Employee was acting in his or her Official Capacity for the District; and/or (3) the Public Employee acted in bad faith; and/or (4) the Public Employee had reasonable cause to believe that the Public Employee's conduct was prohibited by law.

c. Consent to Compromise or Settlement. The District shall pay no judgment or settlement of claims against its Public Employee where the Public Employee has compromised or settled the claim without the District's written consent.

d. Limitations on Judgments. Except as otherwise provided in Paragraph 3.b. and 3.c. herein, the maximum amount the District shall pay on behalf of a Public Employee for any judgment resulting from a non-tort civil action in which the Public Employee is found liable by a court of competent jurisdiction shall be limited to those amounts set forth in Section 24-10-114, C.R.S., as may be amended from time to time.

e. Notification. Where the District is made a codefendant with its Public Employee, it shall notify the Public Employee in writing within fifteen (15) days after the commencement of such action whether it will assume the defense of the Public Employee pursuant to this Resolution. Where the District is not made a codefendant, it shall notify such Public Employee whether the District will assume such defense pursuant to this Resolution within fifteen (15) days after receiving notice from the Public Employee of the existence of such action and the Public Employee has provided the District with an affidavit as required pursuant to Paragraph 3.a. herein.

4. Criminal Actions.

a. Indemnification by the District. The District hereby agrees to pay the costs of defense, including reasonable attorney fees, and any fines or penalties assessed, where a criminal action is brought against its Public Employees for acts or omissions occurring while acting within the Public Employee's Official Capacity for the District, subject to such limitations that exist in law as of the date hereof. As a prerequisite to such payment, the Public Employee must furnish the District with an affidavit stating that: (1) the Public Employee did not derive an improper personal benefit upon which the claim was based; (2) it is the Public Employee's reasonable belief that the act or omission upon which the claim is based occurred within the Public Employee's Official Capacity for the District; and (3) the Public Employee had no reasonable cause to believe that the Public Employee's conduct was unlawful.

b. No Indemnification by the District. The District shall not pay such defense costs, fines or penalties and shall be reimbursed for such costs incurred by the Public Employee where it is determined by a court of competent jurisdiction that (1) the Public Employee derived an improper personal benefit upon which the claim was based; or (2) the criminal action did not arise out of an act or omission of the Public Employee while the Public Employee was acting in the Public Employee's Official Capacity for the District; or (3) the Public Employee had reasonable cause to believe that the Public Employee's conduct was prohibited by law. In addition, the District shall not pay any defense costs, fines or penalties if the Public Employee pleads guilty to any criminal charge brought against the Public Employee for any criminal act or omissions occurring while the Public Employee was acting within his or her Official Capacity for the District.

c. Notification. Within fifteen (15) days after receiving notice from the Public Employee of the existence of such criminal action and the Public Employee's affidavit as required pursuant to Paragraph 4.a. herein, the District shall notify the Public Employee whether the District will assume such defense of the Public Employee in accordance with Paragraph 4.a. herein.

5. Legal Representation of the Public Employee. To the extent legal counsel for the Public Employee is not provided by the District or the District's insurance provider, the Public Employee may select his or her own legal counsel subject to approval in writing by the District. The Public Employee shall cooperate with the District and its legal counsel in his or her defense.

6. No Waiver of Sovereign Immunity. No term or condition of this Resolution shall be construed or interpreted as a waiver, expressed or implied, of any of the notice requirements, immunities, limitations to liability, rights, benefits, protections, or other provisions by the District under the Act or under any other law.

7. No Waiver of Insurance Coverage. The approval and adoption of this Resolution shall not constitute a waiver by the District of insurance coverage with respect to any liability covered by this Resolution. The Resolution shall render the District secondarily liable in the event the District's insurance does cover such liability and the conditions of this Resolution are met.

8. Effect of Other Insurance, Bond or Indemnification Plans. If the District has insurance coverage for any act for which indemnification is provided by this Resolution, its coverage shall be primary. If the Public Employee against whom a claim is subject to indemnification under this Resolution is asserted had any other valid insurance, bond or indemnification plan available covering the loss or damage alleged against him, and the District does not have adequate insurance coverage, and the act for which indemnification is sought is other than an action sounding in tort, such insurance, bond or other plan will be first applied to the payment of any defense costs, attorneys' fees or claim/judgment before the District's resort to obtaining funds for indemnification from sources other than insurance. The obligation of the District to indemnify and save harmless the Public Employee shall, in all events, exist only to the extent permitted by this Resolution.

9. Subrogation Rights of the District. In the event of any payments pursuant to this Resolution, the District or its assigns shall be subrogated to all of the Public Employee's rights of recovery therefor against any person or entity. The Public Employee shall execute and deliver

instruments and papers and do whatever else is necessary to secure such rights. The Public Employee shall do nothing to prejudice such rights.

10. Severability. If any provision of this Resolution is found to be invalid by any court of competent jurisdiction, such finding shall not affect the validity of the other provisions of this Resolution.

11. Renewal of Indemnifications. Unless repealed by resolution of the Board of Directors of the District on or before January 30 of the then-current fiscal year, the indemnification established herein shall be effective from and after the date of adoption, and shall be deemed automatically extended from year to year to the extent permitted by law; provided, however, that nothing shall prevent the Board from separately appropriating funds from time to time for the purposes authorized in this Resolution.

(Signatures Begin on Next Page.)

APPROVED AND ADOPTED THIS 1st DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

RESOLUTION NO. 2021-11-05
FOOTHILLS METROPOLITAN DISTRICT

A RESOLUTION ESTABLISHING A DISTRICT INVESTMENT POLICY

WHEREAS, Foothills Metropolitan District (the “District”) is a special district formed pursuant to Sections 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District’s Board of Directors (the “Board”) may adopt, amend, and enforce rules and regulations not in conflict with the constitution and laws of this State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the District may invest available District funds in certain securities described in and subject to the requirements of Section 24-75-601.1, C.R.S. and pool such funds for investment with the moneys of other local government entities subject to the requirements of Sections 24-75-701, *et seq.*, C.R.S.; and

WHEREAS, the Board have determined that it is in the best interest of the District to adopt the investment policy as attached hereto as Exhibit A and incorporated herein by reference (the “Investment Policy”) to set forth the District’s policies for the prudent investment of available District funds in accordance with state law; and

WHEREAS, the Board desires, by this resolution, to authorize the District’s Treasurer to invest available District funds in approved investments as set forth in the Investment Policy and in accordance with state law, and to authorize the Treasurer to act as custodian of the District’s moneys.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT HEREBY RESOLVE THAT:

1. The Board hereby approves and adopts the Investment Policy attached hereto as Exhibit A for the purpose of setting forth the District’s policies for the prudent investment of available District funds, which Investment Policy may be further amended from time to time in the sole discretion of the Board.

2. The Board hereby authorizes the District’s Treasurer to invest available District funds in approved investments as set forth in the Investment Policy and in accordance with state law, and to act as custodian of the District’s moneys. No additional surety bond from the Treasurer shall be required at this time; provided, however, that the Board may require such surety bond in the future, in such amount and form and for such purposes as the Board determines.

3. The Board may deviate, or authorize in writing the Treasurer to deviate, from the procedures set forth in the Investment Policy if, in its sole discretion, such deviation is deemed by the Board to be reasonable, necessary, in compliance with state law, and in the best interests of the District under the circumstances.

4. This Resolution shall take effect on the date and at the time of its adoption.

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 4th DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

EXHIBIT A
INVESTMENT POLICY

**FOOTHILLS METROPOLITAN DISTRICT
CITY OF FORT COLLINS**

INVESTMENT POLICY

Policy: Investment of Available Balances

Effective Date: November 4, 2021

Adopted: November 4, 2021

1. Statement of Purpose: The purpose of this Investment Policy (the “Policy”) is to establish clear and consistent guidelines for the management of available fund balances. These guidelines are intended to be consistent with the legal constraints and the overall objectives and risk constraints of Foothills Metropolitan District (the “District”). The objective of the District’s portfolio will be to provide adequate safety, liquidity, and diversity while optimizing yield, subject to the constraints outlined below.

2. Approved Investments: District funds may be invested in any security in which the District may lawfully invest public funds pursuant to §24-75-601.1, C.R.S., as the same may be amended from time to time (the “Approved Investments”). All investments of available fund balances of the District shall be made in accordance with the following Colorado Revised Statutes, as may be amended: §§ 11-10.5-101, *et seq.*, C.R.S., Public Deposit Protection Act; §§ 24-75-601, *et seq.*, C.R.S., Funds – Legal Investments; and §§ 24-75-701, *et seq.*, C.R.S., Investment Funds – Local Government Pooling. In the event of a conflict between the preceding statutory references and this Policy, the statutory references shall control.

3. Composition: The investment of public funds may be allocated upon determination by the treasurer of the District (the “Treasurer”) under the following guidelines:

- | | | |
|----|--------------------------------|---|
| A. | Approved Investments: | No limits unless otherwise specified by law. |
| B. | Interest bearing bank account: | Sufficient balance to cover two months of outstanding accounts payable. |

4. Maturity Structure: Maturity for any investment shall be consistent with the non-cash requirements of the District, except for liquid investments where the average duration shall not exceed two years and the maximum duration shall not exceed five years, subject to any maximum maturity requirements set forth by statute for such investment. In addition to liquid investments, time deposit investments and obligations of the U.S. government shall be laddered to ensure regular flow of maturing proceeds.

5. Management Strategy: The investment portfolio shall be managed with emphasis on relative value and shall take advantage of the most favorable risk–reward profile within guidelines set forth herein. The average maturity of the portfolio may be shifted to benefit from longer-term

trends or anticipated liquidity needs. Investments will typically be held to maturity but may be called or sold when conditions warrant. The District may consult a competent financial advisor experienced in investment of public funds in connection with investment decisions upon approval of the Board.

6. Delegation of Authority: The Treasurer shall be authorized to invest District funds in the Approved Investments as set forth in this Policy. The Treasurer may delegate routine administrative investment activities to the manager of the District (the “District Manager”). The Treasurer and District Manager shall invest the District’s funds in compliance with this Investment Policy and state and federal law.

7. Execution of Transaction: All investment transactions shall be executed by the Treasurer in accordance with this Investment Policy and state and federal law. Quotes on investment securities may be procured either directly from Colorado banks or savings and loan banks designated by the Colorado Division of Banking board as eligible public depositories, or quotes may be procured with the assistance of an investment broker.

If the District elects to purchase term securities, pursuant to § 24-74-601.1(2.3), C.R.S., the Treasurer shall compile a list of authorized broker-dealers that are approved for investment purposes, and securities shall be purchased only from those authorized firms. To be eligible for authorization, all broker-dealers must also meet at least one of the following criteria:

- A. Report voluntarily and be recognized as a primary dealer by the Market Reports Division of the Federal Reserve Bank of New York; or
- B. Be approved by the Treasurer after a comprehensive credit and capitalization analysis indicates the firm is adequately financed to conform with National Association of Securities Dealers net capital requirements (minimum requirements should be \$10 million in net capital and a 10-year history).

The Treasurer may then utilize broker services by signing a Certificate of Corporate Secretary Brokerage Account and Trading Resolution.

If, following the Board’s approval, the District has retained a financial advisor, and the Treasurer and the District’s financial advisor disagree with regard to investment of funds, the disagreement shall be referred to the Board for discussion and resolution.

8. Prudence: The Treasurer shall follow the “prudent investor” rule set forth in § 15-1-304, C.R.S., which states that investments shall be made with the “judgment and care, under the circumstances then prevailing, which men of prudence, discretion, and intelligence exercise in the management of the property of another, not in regard to speculation but in regard to the permanent disposition of funds, considering the probable income as well as the probable safety of capital.”

9. Liability of Officials of the District: The Treasurer and any other elected or appointed official or employee of the District who in the good faith performance of his or her duties as a public official or employee complies with the standards established in § 24-75-601, *et seq.*, C.R.S.

for the investment of public funds shall not be liable for any loss of public funds resulting from such investment.

10. Evaluation and Review: At such times as directed by the Board, the District Manager shall furnish an investment report to the Board with the following information:

- A. List of holdings;
- B. Current month's transactions; and
- C. Maturities carrying value of investments and interest rates.

**RESOLUTION NO. 2021-11-06
FOOTHILLS METROPOLITAN DISTRICT**

A RESOLUTION ADOPTING PROCEDURES FOR PROTECTING AND DESTROYING
CUSTOMER INFORMATION MAINTAINED BY THE DISTRICT

WHEREAS, the Foothills Metropolitan District (the “District”) is a quasi-municipal corporations and political subdivision of the State of Colorado; and

WHEREAS, the Board of Directors of the District (the “Board”) have a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, pursuant to Sections 32-1-1001(1)(h), C.R.S., the Board is responsible for the management, control, and supervision of all business and affairs of the District; and

WHEREAS, on May 29, 2018, House Bill (“HB”) 18-1128 was signed into law requiring governmental entities in Colorado that maintain, own, or license personal identifying information to develop a written policy for the destruction and proper disposal for paper and electronic documents that contain personal identifying information, to maintain reasonable security procedures and practices for personal identifying information, and to notify Colorado residents following a security breach of personal information, as set forth in §§ 24-73-101 *et seq.*, C.R.S.; and

WHEREAS, to comply with the provisions of HB 18-1128, the Board desires to adopt and implement a policy for the destruction and proper disposal for paper and electronic documents that contain personal identifying information, a policy for protecting personal identifying information, and a policy for notifying District Customers (as defined herein) following a security breach of personal information.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT AS FOLLOWS:

Section 1. Definitions.

- (a) “District Customers” shall mean Colorado residents and any other individuals that have provided Personal Identifying Information and Personal Information to the District and such Personal Identifying Information and Personal Information is maintained by the District.
- (b) “Personal Identifying Information” means the following:
 - i. Social security number
 - ii. Personal identification number
 - iii. A password
 - iv. A pass code
 - v. An official state or government-issued driver’s license or identification card
 - vi. A government passport number

- vii. Biometric data, as defined in C.R.S. § 24-73-103(1)(a)
 - viii. An employer, student, or military identification number
 - ix. A financial transaction device, as defined in C.R.S. § 18-5-701(3).
- (b) “Personal Information” means:
- (i) A District Customer’s first name or first initial and last name in combination with any one or more of the following data elements that relate to the District Customer, when the data elements are not encrypted, redacted, or secured by any other method rendering the name or the element unreadable or unusable: Social security number; driver's license number or identification card number; student, military, or passport identification number; medical information; health insurance identification number; or biometric data, as defined in C.R.S. § 24-73-103(1)(a);
 - (ii) A District Customer’s username or e-mail address, in combination with a password or security questions and answers, that would permit access to an online account; or
 - (iii) A District Customer’s account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to that account.
- (c) “Security Breach” means the unauthorized acquisition of unencrypted computerized data that compromises the security, confidentiality, or integrity of Personal Information maintained by the District.
- (d) “Third-Party Service Provider” means an entity that has been contracted to maintain, store, or process Personal Identifying Information or Personal Information on behalf of the District.

Section 2. Security Measures. The District shall protect Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction by implementing and maintaining the following security procedures and practices:

- (a) The District will limit access to Personal Identifying Information by the District’s board of directors, employees, volunteers, committee members, and agents (collectively, the “District Associates”) to the minimum level of information necessary to accomplish their duties and responsibilities by requiring password access to workstations, servers, applications, and certain parts of applications;
- (b) The District will modify or terminate a District Associate’s access to Personal Identifying Information as necessary when the District Associate’s duties and responsibilities change, new or upgraded application software allows greater control of application access, or the District Associate’s association with the District is terminated;

- (c) The District will monitor system logins, file access, and security incidents associated with Personal Identifying Information stored on or transmitted by the District's computer systems, including:
 - i. Using and regularly reviewing system traces;
 - ii. Using and regularly reviewing audit functionality available through application software; and
- (d) The District will educate the District Associates regarding privacy and confidentiality of Personal Identifying Information in accordance with these policies and the applicable laws and regulations.

The District may implement additional security procedures, as the District deems necessary, that are appropriate to the nature of the Personal Identifying Information and the nature and size of the District and its operations.

Section 3. Document Destruction and Disposal. The District is required to comply with the following rules:

- (a) When paper or electronic documents that contain Personal Identifying Information are in the custody or control of the District, and such paper or electronic documents are no longer needed, unless longer retention is required by contractual or legal requirements, the District shall destroy or arrange for the destruction of such paper or electronic documents by shredding, erasing, or otherwise modifying the Personal Identifying Information in the paper or electronic documents to make the Personal Identifying Information unreadable or indecipherable through any means;
- (b) No paper or electronic documents containing Personal Identifying Information will be destroyed if pertinent to any ongoing or anticipated government or law enforcement investigation or proceeding, or litigation;
- (c) No paper or electronic documents containing Personal Identifying Information will be destroyed if their retention or destruction is additionally governed by other laws of the State or the Federal Government; and
- (e) If there is any question as to whether a document contains Personal Identifying Information, the District shall consult with legal counsel for a final determination as to whether the document should be retained or destroyed.

Section 4. Third-Party Service Providers. Unless the District agrees to provide its own security protection for the Personal Identifying Information it discloses to a Third-Party Service Provider, the District shall require that the Third-Party Service Provider to implement and maintain reasonable security procedures and practices that are:

- (a) appropriate to the nature of the Personal Identifying Information that is disclosed to the Third-Party Service Provider; and
- (b) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

Section 5. Disclosure of Security Breach. When the District becomes aware that a Security Breach may have occurred, the District will conduct, in good faith, a prompt investigation to determine the likelihood that Personal Information maintained by the District has been or will be misused.

- (a) Notice of Security Breach. Unless the District’s investigation determines that the misuse of information about District Customers has not occurred and is not reasonably likely to occur, the District shall give notice (“Notice”) to the affected District Customers in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a Security Breach occurred, consistent with the legitimate needs of law enforcement and with any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system. The District shall not charge the District Customers for the cost of sending the Notice.
- (1) Notice shall be provided by one of the following means:
- (i) Written notice to the postal address listed in the records of the District;
 - (ii) Telephonic Notice;
 - (iii) Electronic Notice, if a primary means of communication by the District with a District Customer is by electronic means or the notice provided is consistent with the provisions regarding electronic records and signatures set forth in the federal “Electronic Signatures in Global and National Commerce Act”, 15 U.S.C. sec. 7001 *et seq.*; or
 - (iv) Substitute Notice, if the District determines that the cost of providing Notice will exceed \$250,000, the affected class of persons to be notified exceeds 250,000 persons, or the District does not have sufficient contact information to provide Notice. Substitute Notice shall be provided via e-mail if the District has e-mail addressed for the persons affected or via the conspicuous posting of the notice on the website page of the District.
- (2) The Notice shall include, but need not be limited to, the following information:
- (i) The date, estimated date, or estimated date range of the Security Breach;
 - (ii) A description of the Personal Information that was acquired or reasonably believed to have been acquired as part of the Security Breach;
 - (iii) Information that the District Customer can use to contact the District to inquire about the Security Breach;
 - (iv) The toll-free numbers, addresses, and websites for consumer reporting agencies;
 - (v) The toll-free number, address, and website for the federal trade commission; and

- (vi) A statement that the District Customer can obtain information from the federal trade commission and the credit reporting agencies about fraud alerts and security freezes.

- (b) Additional Notice Upon Determination of Security Breach. If an investigation by the District determines that Personal Information as defined in subsection (1)(b)(ii) above has been misused or is reasonably likely to be misused, the District shall, in addition to the Notice set forth in subsection (5)(a) above, and in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a Security Breach occurred, and consistent with the legitimate needs of law enforcement and any measures necessary to determine the scope of the breach and to restore the reasonable integrity of the computerized data system, direct the person whose Personal Information as defined in subsection (1)(b)(ii) above has been breached to (i) promptly change his or her password and security question or answer, as applicable, or (ii) take other steps appropriate to protect the online account with the person or business and all other online accounts for which the person whose Personal Information has been breached uses the same username or e-mail address and password or security question or answer.

- (c) Third-Party Service Providers. If the District uses a Third-Party Service Provider to maintain computerized data that includes Personal Information, the District shall require the Third-Party Service Provider to give notice to and cooperate with the District in the event of a Security Breach that compromises such computerized data, including notifying the District of any Security Breach in the most expedient time and without unreasonable delay following discovery of a Security Breach, if misuse of Personal Information about a District Customer occurred or is likely to occur. Cooperation includes sharing with the covered entity information relevant to the Security Breach; except that such cooperation does not require the disclosure of confidential business information or trade secrets.

- (d) Delayed Notice. The District may delay providing Notice as required by this Section 5 to affected District Customers if a law enforcement agency determines that Notice will impede a criminal investigation and the law enforcement agency has notified the District not to send Notice. The District will provide Notice in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the law enforcement agency determines that notification will no longer impede the investigation, and has notified the District that it is appropriate to send Notice.

- (e) Notice to the Colorado Attorney General. The District shall provide notice of any Security Breach to the Colorado Attorney General in the most expedient time possible and without unreasonable delay, but not later than thirty (30) days after the date of determination that a Security Breach occurred, if the Security Breach is reasonably believed to have affected five hundred (500) District Customers or more, unless the investigation determines that the misuse of information about District Customers has not occurred and is not likely to occur.

- (f) Notification to Consumer Reporting Agencies. If the District is required to notify more than one thousand District Customers of a Security Breach pursuant to this Section 5, the District shall also notify, in the most expedient time possible and without unreasonable delay, all consumer reporting agencies that compile and maintain files on consumers on a nationwide basis, as defined by the federal "Fair Credit Reporting Act", 15 U.S.C. sec. 1681a (p), of the anticipated date of the notification to the District Customers and the approximate number of District Customers who are to be notified.

Section 6. Colorado Open Records Act. This Resolution is intended to supplement and not replace the District's Colorado Open Records Act Policy and/or Records Retention Policy, if adopted by the District, and therefore this Resolution shall be read in conjunction with the requirements of the same.

Section 7. Effective Date. The provisions of this Resolution shall take effect as of the date set forth below.

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Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

ADOPTED AND APPROVED THIS 1st DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

**RESOLUTION NO. 2021-11-07
FOOTHILLS METROPOLITAN DISTRICT**

**SECOND AMENDED AND RESTATED PUBLIC RECORDS POLICY REGARDING
THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS**

WHEREAS, the Colorado Open Records Act (“Open Records Act”), as set forth in Section 24-72-200.1, *et seq.*, C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, the Colorado State Archives (the “State Archives”) has created a Special District Records Management Manual (“Retention Schedule”), which sets forth a timeline for special districts to retain and dispose of their public records; and

WHEREAS, the Board of Directors (the “Board”) of Foothills Metropolitan District (the “District”) adopted an Amended and Restated Public Records Request Policy on November 2, 2020 (“Prior Public Record Policy”); and

WHEREAS, the Board adopted a Resolution Adopting the Colorado Special District Records Retention Schedule on December 1, 2014 (“Retention Schedule”); and

WHEREAS, the Board desires to adopt this Second Amended and Restated Public Records Policy regarding the inspection, retention and disposal of public records in compliance with the Open Records Act (“Public Records Policy”); and

NOW THEREFORE, THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT HEREBY ADOPT THE FOLLOWING SECOND AMENDED AND RESTATED PUBLIC RECORDS POLICY:

1. Definition of Public Records. The term “public records,” as used herein, shall have the same meaning given to such term in the Open Records Act.
2. Official Custodian. The District shall appoint an official custodian of the District’s public records annually in its annual administrative matters resolution. The official custodian shall be responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control, as provided in the Open Records Act. All references herein to “custodian” shall mean the “official custodian” appointed as described herein.
3. Inspection of Public Records. All public records of the District shall be available for public inspection by any person at reasonable times as provided in the Open Records Act. All requests for public records shall be made in writing and submitted to the custodian of the District, and such requests shall comply with the requirements of the Open Records Act. The District and the custodian will comply with the requirements of the Open Records Act and any other federal or state laws with respect to whether it must, may, or cannot produce public records, or other

documents or information requested, and the fees it charges for producing such public records, or other documents or information.

4. Fees for Copies of Public Records. The custodian shall furnish copies, printouts or photographs of public records requested for a fee as follows:

a. Where the fee for a certified copy or other copy, printout, or photograph of a public record is specifically prescribed by law, the specific fee shall be charged. If a fee is not specifically prescribed by law, the custodian will furnish copies, printouts, or photographs of a public record for a fee of \$0.25 per standard page. The custodian shall charge a fee not to exceed the actual cost of providing a copy, photograph, or printout in a form other than a standard page. The custodian shall charge the actual costs that the custodian incurs in having the copies made off-site by an outside copying facility.

b. If, in response to a specific request, the custodian performs a manipulation of data so as to generate a record in a form not used by the District, an administrative fee of \$33.58 per hour shall be charged the person or entity making the request. An individual or entity making a subsequent request for the same or similar records shall be charged the same fee.

c. If the amount of time required by the custodian to research and retrieve the documents necessary to fulfill a specific request exceeds one hour, including the time required to identify and segregate records that must or may not be produced, the person or entity making the request shall be charged a research and retrieval fee of \$33.58 per hour. Such fee shall be automatically adjusted, without further approval by the District, to such amount established by the State Director of Research of the Legislative Council from time to time. The District will not impose a charge for the first hour of time expended in connection with the research and retrieval of public records. This imposition of this fee shall be effective upon the publishing of this Public Records Policy in accordance with the Open Records Act.

d. In the event a public record must be scanned and saved electronically prior to transmitting the public record via electronic mail to the requestor as provided in Paragraph 4 hereof, the requestor shall be charged fifteen cents (\$0.15) per scanned page unless otherwise waived by the custodian.

5. Transmission of Copies of Public Records. Upon request for transmission of a copy of a public record, the custodian will transmit the public record by United States mail, other delivery service, facsimile, or electronic mail. If transmitting the public record pursuant to this paragraph, the custodian will notify the record requester that a copy of the public record is available, but will be sent only when the custodian receives payment or makes satisfactory arrangements for payment of all costs associated with transmitting the public record and for all other fees lawfully allowed; provided, however, that no transmission fees will be charged for transmitting the public record via electronic mail. Upon receiving such payment or making arrangements to receive such payment at a later date, the custodian shall send the public record to

the requestor as soon as practicable not no more than three business days after receipt of, or making arrangements to receive, such payment.

6. Electronic Records and Signatures. Pursuant to Section 32-1-1001(1)(o), C.R.S., the Board is authorized to use electronic records or signatures and adopt rules, standards, policies, and procedures for use of electronic records or signatures pursuant to article 71.3 of title 24, C.R.S. On November 2, 2020, the Board adopted a resolution establishing an electronic signature policy, which policy remains in effect and may be amended in the future. The Board hereby authorizes the use of electronic records, which use shall be governed by the Uniform Electronic Transaction Act (“UETA”), as set forth in Section 24-71.3-101 *et seq.*, C.R.S., as amended.

a. The term “electronic record” means a record created, generated, sent, communicated, received, or stored by electronic means. The term “transaction” means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, charitable or governmental affairs, except as otherwise provided by the UETA.

b. The use of electronic records is authorized in transactions between and among the District, their directors, officers, agents, employees, and assigns, and third parties (collectively, the “Parties”) that have agreed to conduct transactions by electronic means. Whether the Parties agree to conduct a transaction by electronic means is determined from the context and surrounding circumstances, including the Parties’ conduct.

c. An electronic record is attributable to a person if it was the act of the person. The act of the person may be shown in any manner, including a showing of the efficacy of any security procedure applied to determine the person to which the electronic record was attributable.

d. If a law requires a record to be notarized, acknowledged, verified, or made under oath, the requirement is satisfied if the electronic signature of the person authorized to perform those acts, together with all other information required to be included by other applicable law, is attached to or logically associated with the signature or record.

7. Electronic Mail Policy. Pursuant to §24-72-204.5, C.R.S., the Board hereby adopts the following electronic mail policy (“E-mail Policy”) to establish guidelines for the responsible and efficient use of electronic mail (“E-mail”) services and to clearly set forth the rights and responsibilities of the District’s current and/or future employees, regarding their use of E-mail.

a. E-Mail Defined. *E-Mail* means an electronic message transmitted between two or more computers or electronic terminals, whether or not the message is converted to hard copy format after receipt and whether or not the message is viewed upon transmission or stored for later retrieval. *E-mail* includes electronic messages that are transmitted through a local, regional, or global computer network.

b. Scope of Policy. All E-mail communications and associated attachments transmitted or received over the District’s network are subject to the provisions of this policy. Additionally, since Colorado law provides that E-mail communications written in the conduct of public business are generally considered to be public records, all E-mail communications written

and sent in the conduct of public business by employees of the District are subject to applicable provisions of this E-mail Policy, regardless of whether the communication was sent or received on a public or privately-owned personal computer.

c. Application of Public Records Statute to E-Mail. The Open Records Act treats electronic documents and files, including E-mails, in the same manner as paper documents. All such documents are generally considered to be public records and are subject to public inspection unless such documents are covered by a specific statutory exception. E-mail messages which are public records must be retained in either paper or electronic format in accordance with the Special District Records Retention Schedule adopted by the District. E-mail messages which are not public records should be deleted after viewing.

d. Monitoring of E-Mail Communications by the District. The District does not intend to monitor E-mail usage by its employees, if any, in a regular or systematic fashion; however, it does reserve the right to monitor such usage from time to time and without prior notice. Such monitoring may include tracking addresses of E-mails sent and received, accessing in-box messages, accessing messages in folders, and accessing archived messages. Furthermore, the District may disclose E-mail communications sent to, received by, or relating to an employee to law enforcement officials without giving prior notice to the employee.

8. Retention and Disposal of Public Records. The District has adopted the State Archives' Retention Schedule. Public records of the District shall be destroyed in accordance with the Retention Schedule by shredding, recycling, or disposing of such public records in a landfill; provided, however, that those public records of the District deemed to be confidential in nature shall be destroyed by shredding or destroyed professionally by a company that can certify to the security of the destruction. Furthermore, no public records of the District shall be destroyed pursuant to the Retention Schedule so long as such public records pertain to any pending legal case, claim, action or audit involving the District or if the District's legal counsel determines such documents should be retained for other purposes.

9. Conflicts. In the event of a conflict between a provision set forth in this Public Records Policy and the Open Records Act, or this Public Records Policy and any other federal or state law including the UETA, the federal or state law provision shall control and this Public Record Policy shall be deemed amended to comply with all federal or state law provisions without further action by the Board.

10. Entire Agreement. This Public Records Policy shall repeal, supersede, and replace the Prior Public Records Policy and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning public records.

11. Amendments to Public Records Policy. The Board may amend this Public Records Policy from time to time as the Board deem necessary.

12. Effective Date. This Public Records Policy shall replace in its entirety the Prior Public Record Policy and shall take effect on the date and at the time of its adoption.

ADOPTED AND APPROVED THIS 1st DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

FOOTHILLS METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
SEPTEMBER 30, 2021

**FOOTHILLS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
SEPTEMBER 30, 2021**

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	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Cash - Checking	\$ 129,706	\$ 1,738,084	\$ -	\$ 1,867,790
C - Safe	75,964	909,521	-	985,485
UMB - Unrestricted project fund	-	-	99,077	99,077
UMB - Unrestricted Priority Project Fund	-	-	120,074	120,074
UMB - Bond fund	-	8	-	8
UMB - Reserve fund	-	7,166,190	-	7,166,190
UMB - Surplus fund	-	4	-	4
Accounts receivable - PIF	-	22,943	-	22,943
Accounts receivable - TIF	153,841	1,693,920	-	1,847,761
Receivable from County Treasurer	3,301	16,506	-	19,807
Prepaid insurance	450	-	-	450
TOTAL ASSETS	\$ 363,262	\$ 11,547,176	\$ 219,151	\$ 12,129,589
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 31,619	\$ -	\$ -	\$ 31,619
Total Liabilities	31,619	-	-	31,619
FUND BALANCES				
Total Fund Balances	331,643	11,547,176	219,151	12,097,970
TOTAL LIABILITIES AND FUND BALANCES	\$ 363,262	\$ 11,547,176	\$ 219,151	\$ 12,129,589

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

**FOOTHILLS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

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GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 177,287	\$ 173,709	\$ (3,578)
Specific ownership tax	35,058	28,783	(6,275)
Interest income	301	636	335
FCURA - District Property Taxes	214,074	317,931	103,857
TOTAL REVENUES	<u>426,720</u>	<u>521,059</u>	<u>94,339</u>
EXPENDITURES			
Accounting	42,000	22,277	19,723
Auditing	6,200	6,100	100
County Treasurer's fee	3,546	3,486	60
Dues and licenses	800	671	129
Insurance and bonds	6,500	15,297	(8,797)
District management	10,000	12,875	(2,875)
Legal services	30,000	53,112	(23,112)
Miscellaneous	1,000	1,135	(135)
Collection Fee - URA	3,211	4,754	(1,543)
Property management contract	350,000	145,833	204,167
PIF Collection	30,000	13,133	16,867
Repairs and maintenance	35,000	-	35,000
Utilities	25,000	-	25,000
Contingency	7,743	-	7,743
TOTAL EXPENDITURES	<u>551,000</u>	<u>278,673</u>	<u>272,327</u>
NET CHANGE IN FUND BALANCES	(124,280)	242,386	366,666
FUND BALANCES - BEGINNING	<u>182,801</u>	<u>89,257</u>	<u>(93,544)</u>
FUND BALANCES - ENDING	<u>\$ 58,521</u>	<u>\$ 331,643</u>	<u>\$ 273,122</u>

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

SUPPLEMENTARY INFORMATION

**FOOTHILLS METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

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DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 886,485	\$ 868,596	\$ (17,889)
Specific ownership tax	175,298	143,924	(31,374)
Public improvement fees	850,000	693,471	(156,529)
Interest income	22,495	5,235	(17,260)
FCURA - District Property Taxes	1,070,540	1,589,745	519,205
FCURA - Property Tax Increment	2,104,411	1,900,725	(203,686)
Sales tax increment	500,000	-	(500,000)
TOTAL REVENUES	<u>5,609,229</u>	<u>5,201,696</u>	<u>(407,533)</u>
EXPENDITURES			
County Treasurer's fee	17,730	17,433	297
Collection Fee - URA	47,624	52,286	(4,662)
Bond interest	4,130,175	2,065,088	2,065,087
Paying agent fees	10,000	-	10,000
Bond principal	1,325,000	-	1,325,000
Contingency	2,471	-	2,471
TOTAL EXPENDITURES	<u>5,533,000</u>	<u>2,134,807</u>	<u>3,398,193</u>
NET CHANGE IN FUND BALANCES	76,229	3,066,889	2,990,660
FUND BALANCES - BEGINNING	<u>8,971,049</u>	<u>8,480,287</u>	<u>(490,762)</u>
FUND BALANCES - ENDING	<u>\$ 9,047,278</u>	<u>\$ 11,547,176</u>	<u>\$ 2,499,898</u>

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

**FOOTHILLS METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2021**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 274	\$ 58	\$ (216)
TOTAL REVENUES	<u>274</u>	<u>58</u>	<u>(216)</u>
EXPENDITURES			
Capital outlay	<u>219,862</u>	<u>-</u>	<u>219,862</u>
TOTAL EXPENDITURES	<u>219,862</u>	<u>-</u>	<u>219,862</u>
NET CHANGE IN FUND BALANCES	(219,588)	58	219,646
FUND BALANCES - BEGINNING	<u>219,588</u>	<u>219,093</u>	<u>(495)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 219,151</u>	<u>\$ 219,151</u>

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

**FOOTHILLS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized on January 10, 2013, for the purpose of financing and providing public improvements and related operation and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sanitation, storm sewer, transportation, fire protection, television relay and translation, security services and mosquito control. When appropriate, these improvements will be dedicated to the City of Fort Collins, Larimer County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District's service area is located within the City of Fort Collins, Larimer County, Colorado.

On November 6, 2012, District voters approved general obligation indebtedness of \$100,000,000 for street improvements, \$100,000,000 for parks and recreation, \$100,000,000 for water facilities, \$100,000,000 for sanitation system, \$100,000,000 for transportation, \$100,000,000 for fire protection facilities or services, \$100,000,000 for television relay and translation services, \$100,000,000 for security services, \$25,000,000 for mosquito control, \$100,000,000 for traffic and safety, \$100,000,000 for operations and maintenance, \$600,000,000 for intergovernmental contracts, \$100,000,000 for special assessment debt, \$100,000,000 for private agreements, \$100,000,000 for mortgages and \$600,000,000 for debt refunding. The election also approved an increase in ad valorem property taxes of up to \$20,000,000 annually and allows the District to collect fees of up to \$20,000,000 annually for operations and maintenance and \$100,000,000 in sales taxes not to exceed 3%.

Pursuant to the Service Plan, the District may issue bond indebtedness in an amount sufficient to produce (a) \$53,000,000 in net proceeds to fund the costs of the eligible improvements and (b) the costs of issuance of such bonds.

The District has no employees and all administrative functions are contractual.

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

FCURA

On January 17, 2014, the District entered into a Redevelopment and Reimbursement Agreement with Fort Collins Urban Renewal Authority ("FCURA"), the Developer, and the City of Fort Collins to redevelop Foothills Fashion Mall.

**FOOTHILLS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year.

The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the mill levy has been adjusted upward to reflect the change assessed value calculation. The debt service mill levy increased to 50.359 from 50.293 mills and the general fund mill levy increased to 10.071 from 10.058 mills.

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

Property Tax Increment Revenue

FCURA will receive property tax revenue ("Pledged Property Tax Increment Revenue") from the Larimer County Treasurer in excess of the amount produced by the levy of those bodies that levy property taxes against the Property Tax Base Amount in the TIF District, excluding the mill levy override payments approved by the electors of Poudre School District in 2012 and subsequent years, the District operations and maintenance and debt service mill levies, FCURA administration and redevelopment fees. The remaining revenue received by FCURA, net of all costs, will be remitted to the District's Bond Trustee and pledged to the payment of the Bonds.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes calculated from the gross assessed valuation.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average fund balance at an interest rate of approximately .25%.

**FOOTHILLS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Sales Tax Increment Revenue

A major source of revenue or cash receipts will be incremental sales tax revenue. The Redevelopment Agreement provides that sales taxes collected by the City within the TIF District in excess of a sales tax base amount are payable to FCURA. Pursuant to the Redevelopment Agreement, FCURA has covenanted to deposit such incremental City sales taxes with the Trustee for payment on the Bonds. The City currently imposes a 2.25% sales tax. Retail sales are calculated on assumed sales per square foot of commercial space at a value that varies based on the type of commercial use. A lease-up percentage and a collection factor are also applied to the estimated sales.

Public Improvement Fees

The District charges public improvement fees (PIF). The nature of the PIF is that of a fee imposed under private contract and not through the exercise of any governmental taxing authority. The PIF is applied to the sale of goods at a rate of 1%, in addition to all sales and use taxes that may be imposed and is collected by the retailers in the District and remitted to the District within 20 days after month end.

Expenditures

Administrative Expenditures

Administrative expenditures include the services necessary to maintain the administrative viability such as legal, accounting, insurance, and other administrative expenses of the District.

County Treasurer's Fees

County Treasurer's fees have been computed at 2% of property tax collections.

Operations and Maintenance

The district anticipates expenditures associated with the operation and maintenance of certain streets, landscaping and irrigation. The estimated cost of operations and maintenance of these areas are included in the general fund on page 4 of the budget.

Debt Service

Principal and interest payments in 2021 are provided based on the debt amortization schedule from the Series 2014 Bonds (discussed under Debt and Leases).

**FOOTHILLS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On October 9, 2014, the District issued \$72,950,000 in Series 2014 Special Revenue Bonds for street park and recreation, water and sanitation improvements. Bond proceeds were also transferred by the bond resolution from the Capital Projects Fund to the Debt Service Fund to pay the bond interest for the subsequent construction period and to establish a reserve account. The interest rate ranges from 5.35 to 6.00%. Interest is payable semiannually on June 1 and December 1 and principal is payable annually on December 1. The bonds mature on December 1, 2038, and are term bonds subject to redemption, prior to maturity, at the option of the District, on December 1, 2024, upon payment of par and accrued interest, without redemption premium. The bonds maturing on December 1, 2024, are subject to mandatory sinking fund redemption. The Series 2014 Bonds were issued for the purpose of financing public improvements.

The Bonds are secured by and payable from the Pledged Revenue consisting of monies derived by the District from the following sources, net of any collection costs: 1) the Required Mill Levy, 2) the portion of the Specific Ownership tax which is collected as a result of the imposition of the Required Mill Levy,

3) Property Tax Increment revenues, 4) Add-On PIF revenues, 5) sales Tax Increment revenues and 6) any other legally available monies which the District determines to be treated as Pledged Revenue.

The District has no operating or capital leases.

Developer Advances

The District has entered into Reimbursement and Acquisition Agreements with the Developer as follows:

Reimbursement and Infrastructure Acquisition Agreement

On April 26, 2013, the District has entered into a Reimbursement and Infrastructure Acquisition Agreement with Walton Foothills Holdings VI, LLC (Developer) pursuant to which the District agrees to reimburse the Developer for advances made to or on behalf of the District plus interest of 8% annually for costs related to the construction of public improvements subject to limitations set forth in the Service Plan. This agreement was amended on May 28, 2014. As of December 31, 2019, outstanding advances under the agreement totaled \$630,401 and accrued interest totaled \$297,529.

**FOOTHILLS METROPOLITAN DISTRICT
2021 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

	Balance at December 31, 2019	Additions	Reductions	Balance at December 31, 2020
Developer Advance	\$ 630,401	\$ -	\$ -	\$ 630,401
Developer Advance - Interest	297,529	74,234	-	371,763
Total	<u>\$ 927,930</u>	<u>\$ 74,234</u>	<u>\$ -</u>	<u>\$ 1,002,164</u>
	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021
Developer Advance	\$ 630,401	\$ -	\$ -	\$ 630,401
Developer Advance - Interest	371,763	80,173	-	451,936
Total	<u>\$ 1,002,164</u>	<u>\$ 80,173</u>	<u>\$ -</u>	<u>\$ 1,082,337</u>

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending for 2021, as defined under TABOR.

Debt Service Reserves

The District maintains a Debt Service Reserve of \$7,295,000 as required with the issuance of the Series 2014 Bonds.

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

\$72,950,000 Special Revenue Bonds

Dated October 9, 2014

Principal Due Annually December 1

Interest from 5.25 to 6.00%, Due June and December 1

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2021	\$ 1,325,000	\$ 4,130,175	\$ 5,455,175
2022	1,520,000	4,060,613	5,580,613
2023	1,690,000	3,980,812	5,670,812
2024	1,915,000	3,892,088	5,807,088
2025	2,110,000	3,791,550	5,901,550
2026	2,365,000	3,670,225	6,035,225
2027	2,600,000	3,534,237	6,134,237
2028	2,895,000	3,384,738	6,279,738
2029	3,160,000	3,218,275	6,378,275
2030	3,490,000	3,036,575	6,526,575
2031	3,800,000	2,835,900	6,635,900
2032	4,180,000	2,607,900	6,787,900
2033	4,540,000	2,357,100	6,897,100
2034	4,970,000	2,084,700	7,054,700
2035	5,385,000	1,786,500	7,171,500
2036	5,870,000	1,463,400	7,333,400
2037	6,340,000	1,111,200	7,451,200
2038	12,180,000	730,800	12,910,800
Total	\$ 70,335,000	\$ 51,676,788	\$ 122,011,788

Foothills Metropolitan District
Schedule of Cash Position
June 30, 2021
Updated as of October 25, 2021

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank - Checking</u>				
Balance as of 09/30/21	\$ 129,706.27	\$ 1,738,083.84	\$ -	\$ 1,867,790.11
Subsequent activity:				
10/21/2021 FCURA Receipt	42,653.11	481,313.39	-	523,966.50
<i>Anticipated Vouchers Payable - Sept</i>	<i>(17,611.20)</i>	-	-	<i>(17,611.20)</i>
<i>Anticipated Vouchers Payable - Oct</i>	<i>(13,775.93)</i>	<i>(3,500.00)</i>	-	<i>(17,275.93)</i>
<i>Anticipated Transfer to Bond Fund</i>	-	<i>(2,215,897.23)</i>	-	<i>(2,215,897.23)</i>
<i>Anticipated balance</i>	<u>140,972.25</u>	<u>-</u>	<u>-</u>	<u>140,972.25</u>
<u>CSAFE</u>				
Balance as of 09/30/21	\$ 75,964.27	\$ 909,521.45	\$ -	\$ 985,485.72
Subsequent activity:				
10/12/2021 Property/SO Taxes (June)	3,301.03	16,506.11	-	19,807.14
10/20/2021 PIF	-	7,176.48	-	7,176.48
<i>Anticipated Transfer to Bond Fund</i>	-	<i>(933,204.04)</i>	-	<i>(933,204.04)</i>
<i>Anticipated balance</i>	<u>79,265.30</u>	<u>-</u>	<u>-</u>	<u>79,265.30</u>
<u>UMB - Bond Fund - 142301.1</u>				
Balance as of 09/30/21	\$ -	\$ 7.92	\$ -	\$ 7.92
Subsequent activity:				
<i>Anticipated transfer from 1st Bank</i>	-	<i>2,215,897.23</i>	-	<i>2,215,897.23</i>
<i>Anticipated transfer from Csafe</i>	-	<i>933,204.04</i>	-	<i>933,204.04</i>
<i>Anticipated balance</i>	<u>-</u>	<u>3,149,109.19</u>	<u>-</u>	<u>3,149,109.19</u>
<u>UMB - Reserve Fund - 142301.2</u>				
Balance as of 09/30/21	\$ -	\$ 7,166,189.57	\$ -	\$ 7,166,189.57
Subsequent activity:				
<i>Anticipated balance</i>	<u>-</u>	<u>7,166,189.57</u>	<u>-</u>	<u>7,166,189.57</u>
<u>UMB - Surplus Fund - 142301.3</u>				
Balance as of 09/30/21	\$ -	\$ 4.23	\$ -	\$ 4.23
Subsequent activity:				
<i>Anticipated balance</i>	<u>-</u>	<u>4.23</u>	<u>-</u>	<u>4.23</u>
<u>UMB - Unrestricted Project Fund - 142301.5</u>				
Balance as of 09/30/21	\$ -	\$ -	\$ 99,076.81	\$ 99,076.81
Subsequent activity:				
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>99,076.81</u>	<u>99,076.81</u>
<u>UMB - Unrestricted Priority Project Fund - 142301.6</u>				
Balance as of 09/30/21	\$ -	\$ -	\$ 120,073.89	\$ 120,073.89
Subsequent activity:				
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>120,073.89</u>	<u>120,073.89</u>
<i>Total Anticipated Balance</i>	<u>\$ 220,237.55</u>	<u>\$ 10,315,302.99</u>	<u>\$ 219,150.70</u>	<u>\$ 10,754,691.24</u>

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

Foothills Metro District
Property Taxes Reconciliation
2021

	Current Year										Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Interest Owed to County	Treasurer's Fees	Treasurer's Fees Returned	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received		
										Monthly	Y-T-D		Monthly	Y-T-D	
Beg Balance								113,046.46							
January	\$ -	\$ 294.29	\$ 15,428.37	\$ -	\$ -	\$ (5.89)	\$ -	\$ (15,716.77)	\$ -	0.03%	0.03%	41,712.20	0.65%	0.65%	
February	142,909.35	298.07	17,639.02	-	-	(2,864.09)	-	(97,329.69)	60,652.66	13.46%	13.49%	1,874,705.21	43.78%	44.43%	
March	377,477.45	(628.59)	22,734.08	3,579.16	-	(7,609.21)	-	-	395,552.89	35.43%	48.92%	288,812.26	3.10%	47.52%	
April	27,904.55	-	17,127.34	-	-	(558.09)	-	-	44,473.80	2.62%	51.54%	346,992.10	-0.90%	46.62%	
May	126,440.91	-	18,969.80	-	-	(2,528.82)	-	-	142,881.89	11.89%	63.42%	49,859.57	1.34%	47.96%	
June	364,620.20	-	19,132.03	2.19	-	(7,292.44)	-	-	376,461.98	34.28%	97.70%	1,821,467.31	45.04%	93.00%	
July	2,988.75	-	21,058.49	46.92	-	(60.71)	-	-	24,033.45	0.28%	97.98%	30,497.24	0.35%	93.35%	
August	-	-	20,811.03	-	-	-	-	-	20,811.03	0.00%	97.98%	16,572.02	0.00%	93.35%	
September	-	-	19,807.14	-	-	-	-	-	19,807.14	0.00%	97.98%	15,072.89	0.00%	93.35%	
October	-	-	-	-	-	-	-	-	-	0.00%	97.98%	20,681.99	0.03%	93.37%	
November	-	-	-	-	-	-	-	-	-	0.00%	97.98%	13,746.04	0.00%	93.37%	
December	-	-	-	-	-	-	-	-	-	0.00%	97.98%	15,600.56	0.00%	93.37%	
	\$ 1,042,341.21	\$ (36.23)	\$ 172,707.30	\$ 3,628.27	\$ -	\$ (20,919.25)	\$ -	\$ -	\$ 1,084,674.84	97.98%	97.98%	\$ 4,535,719.39	93.37%	93.37%	

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 177,287.00	16.67%	\$ 173,709.33	97.98%
Debt Service Fund	886,485.00	83.33%	868,595.65	97.98%
	<u>\$ 1,063,772.00</u>	<u>100.00%</u>	<u>\$ 1,042,304.98</u>	<u>97.98%</u>

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Specific Ownership				
General Fund	\$ 35,058.00	16.67%	\$ 28,783.20	82.10%
Debt Service Fund	175,298.00	83.33%	143,924.10	82.10%
	<u>\$ 210,356.00</u>	<u>100.00%</u>	<u>\$ 172,707.30</u>	<u>82.10%</u>

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Treasurer's Fees				
General Fund	\$ 3,546.00	16.67%	\$ 3,486.38	98.32%
Debt Service Fund	17,730.00	83.33%	17,432.87	98.32%
	<u>\$ 21,276.00</u>	<u>100.00%</u>	<u>\$ 20,919.25</u>	<u>98.32%</u>

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

**Foothills Metro District
FCURA Sales and Property Tax TIF
2021**

	FCURA Property Taxes	FCURA Property Tax Increment	URA Fee	Sales tax Increment	Net Amount Received
Beg Balance					
January	\$ 5,917.17	\$ 1,270.77	\$ (22.21)	\$ -	\$ 7,165.73
February	262,869.88	259,877.35	(7,841.23)	-	514,906.00
March	701,743.13	700,823.31	(21,038.55)	-	1,381,527.89
April	45,267.40	61,048.73	(1,594.75)	-	104,721.38
May	214,560.71	211,068.85	(6,384.46)	-	419,245.10
June	671,801.43	661,045.08	(19,992.75)	-	1,312,853.76
July	5,515.85	5,590.85	(166.60)	-	10,940.10
August	-	-	-	-	-
September	-	-	-	-	-
October	-	-	-	-	-
November	-	-	-	-	-
December	-	-	-	-	-
	\$ 1,907,675.57	\$ 1,900,724.94	\$ (57,040.55)	\$ -	\$ 3,751,359.96

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

Foothills Metropolitan District
PIF Revenue
As of 10/25/21

Summary of 2021 PIF Revenues					
1/1/21-12/31/21 Sales					
<u>Month of Sale</u>	<u>Total Revenue - 2021</u>		<u>Total Revenue - 2020</u>		<u>% Change</u>
January	\$	61,970.50	\$	60,900.45	1.76%
February		60,302.95		59,757.90	0.91%
March		83,974.87		36,852.84	127.87%
April		79,893.93		3,112.11	2467.19%
May		85,370.83		23,637.03	261.17%
June		90,027.12		55,068.61	63.48%
July		86,249.20		55,734.18	54.75%
August		94,331.83		68,425.66	37.86%
September		51,349.35		65,339.19	-21.41%
October		-		59,111.14	
November		-		55,843.58	
December		-		95,483.83	
		<u>\$ 693,470.58</u>		<u>\$ 639,266.52</u>	
Budget 2021	\$	850,000.00			

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

**RESOLUTION NO. 2021-11-08
RESOLUTION TO AMEND 2021BUDGET**

COMES NOW, Patrick Bunyard, the President of the Foothills Metropolitan District (the “District”), and certifies that at a special meeting of the Board of Directors of the District held, Monday, the 1st day of November 2021, at 2:00 P.M., at https://teams.microsoft.com/l/meetup-join/19%3ameeting_NzZiYtc2YjctZDg1MC00MzllWlxNzUtNGQ2Zml0ZjcxZjhj%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d

and/or dial in 720-547-5281 Conference ID: 326 148 417#, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors, to-wit:

WHEREAS, the Board of Directors of the District appropriated funds for the fiscal year 2021 as follows:

General Fund	\$ _____
Debt Service Fund	\$ _____
Capital Projects Fund	\$ _____

and;

WHEREAS, the necessity has arisen for additional expenditures and transfers by the District due to additional costs which could not have been reasonably anticipated at the time of adoption of the budget, requiring the expenditure of funds in excess of those appropriated for the fiscal year 2021; and

WHEREAS, funds are available for such an expenditure and transfer from surplus revenue funds of the District; and

WHEREAS, due and proper notice was published on October 26, 2021 in the *Coloradoan* indicating (i) the date and time of the hearing at which the adoption of the proposed 2021 budget amendment will be considered; (ii) that the proposed budget amendment is available for inspection by the public at a designated place; and (iii) that any interested persons may file any objections to the proposed budget amendment at any time prior to the final adoption of the budget by the District, as shown on the publisher’s Affidavit of Publication attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the proposed budget amendment was open for inspection by the public at a designated place; and

WHEREAS, a public hearing was held on November 1, 2021 and interested persons were given the opportunity to file or register any objections to said proposed budget amendment and any such objections were considered by the Board of Directors; and

NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall and hereby does amend the budget for the fiscal year 2021 as follows:

General Fund	\$ _____
Debt Service Fund	\$ _____
Capital Projects Fund	\$ _____

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the **General Fund, Debt Service Fund and Capital Projects Fund** for the purpose stated, and that any ending fund balances shall be reserved for purposes of Article X, Section 20 of the Colorado Constitution.

Whereupon, a motion was made by Director _____ and seconded by Director _____, and upon a unanimous vote this Resolution was approved by the Board of Directors.

APPROVED AND ADOPTED THIS 1ST DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: _____

ATTEST:

By: _____

EXHIBIT A

Notice of Special Meeting
Affidavit of Publication
Notice as to Proposed 2021 Budget Amendment

FOOTHILLS METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2022

**FOOTHILLS METROPOLITAN DISTRICT
SUMMARY
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/12/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCES	\$ 9,954,706	\$ 9,373,438	\$ 8,788,639	\$ 8,788,639	\$ 9,484,395
REVENUES					
Property taxes	632,986	1,063,772	1,039,316	1,063,772	706,927
Specific ownership tax	179,040	210,356	111,030	210,356	139,617
Interest income	33,080	23,070	5,551	8,850	8,877
Public improvement fees	639,267	850,000	430,492	850,000	875,000
FCURA - district property taxes	1,003,454	1,284,614	1,902,160	2,050,000	1,287,600
FCURA - property tax increment	1,791,877	2,104,411	1,895,134	2,104,411	1,655,870
Sales tax increment	426,675	500,000	-	500,000	500,000
Total revenues	4,706,379	6,036,223	5,383,683	6,787,389	5,173,891
Total funds available	14,661,085	15,409,661	14,172,322	15,576,028	14,658,286
EXPENDITURES					
General and administrative	93,280	141,000	101,600	197,757	170,000
Operations and maintenance	352,784	410,000	145,833	350,000	350,000
Debt service	5,426,382	5,533,000	2,134,604	5,543,876	5,640,000
Capital projects	-	219,862	-	-	219,303
Total expenditures	5,872,446	6,303,862	2,382,037	6,091,633	6,379,303
Total expenditures and transfers out requiring appropriation	5,872,446	6,303,862	2,382,037	6,091,633	6,379,303
ENDING FUND BALANCES	\$ 8,788,639	\$ 9,105,799	\$ 11,790,285	\$ 9,484,395	\$ 8,278,983
EMERGENCY RESERVE	\$ 10,000	\$ 13,000	\$ 16,000	\$ 19,000	\$ 12,000
DEBT SERVICE RESERVE	7,295,000	7,295,000	7,295,000	7,295,000	7,295,000
TOTAL RESERVE	\$ 7,305,000	\$ 7,308,000	\$ 7,311,000	\$ 7,314,000	\$ 7,307,000

No assurance provided. See summary of significant assumptions.

**FOOTHILLS METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/12/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
ASSESSED VALUATION					
Residential	\$ 7,032,625	\$ 6,685,243	\$ 6,685,243	\$ 6,685,243	\$ 7,355,205
Commercial	29,841,596	26,087,335	26,087,335	26,087,335	25,182,143
State assessed	123,670	129,975	129,975	129,975	46,037
Vacant land	2,320	1,760	1,760	1,760	-
	<u>37,000,211</u>	<u>32,904,313</u>	<u>32,904,313</u>	<u>32,904,313</u>	<u>32,583,385</u>
Adjustments	(23,908,963)	(21,256,487)	(21,256,487)	(21,256,487)	(21,034,757)
Certified Assessed Value	<u>\$ 13,091,248</u>	<u>\$ 11,647,826</u>	<u>\$ 11,647,826</u>	<u>\$ 11,647,826</u>	<u>\$ 11,548,628</u>
MILL LEVY					
General	10.071	10.072	10.072	10.072	10.850
Debt Service	50.359	50.363	50.363	50.363	50.363
Refund and abatements	7.08	30.893	30.893	30.893	-
Total mill levy	<u>67.512</u>	<u>91.328</u>	<u>91.328</u>	<u>91.328</u>	<u>61.213</u>
PROPERTY TAXES					
General	\$ 131,842	\$ 117,317	\$ 117,317	\$ 117,317	\$ 125,303
Debt Service	659,262	586,619	586,619	586,619	581,624
Refund and abatements	92,712	359,836	359,836	359,836	-
Levied property taxes	883,816	1,063,772	1,063,772	1,063,772	706,927
Adjustments to actual/rounding	(37,370)	-	(24,456)	-	-
Refunds and abatements	(213,460)	-	-	-	-
Budgeted property taxes	<u>\$ 632,986</u>	<u>\$ 1,063,772</u>	<u>\$ 1,039,316</u>	<u>\$ 1,063,772</u>	<u>\$ 706,927</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ 105,491</u>	<u>\$ 177,287</u>	<u>\$ 173,211</u>	<u>\$ 177,287</u>	<u>\$ 125,303</u>
Debt Service	<u>527,495</u>	<u>886,485</u>	<u>866,105</u>	<u>886,485</u>	<u>581,624</u>
	<u>\$ 632,986</u>	<u>\$ 1,063,772</u>	<u>\$ 1,039,316</u>	<u>\$ 1,063,772</u>	<u>\$ 706,927</u>

No assurance provided. See summary of significant assumptions.

**FOOTHILLS METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/12/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 232,673	\$ 182,801	\$ 89,258	\$ 89,258	\$ 154,596
REVENUES					
Property taxes	105,491	177,287	173,211	177,287	125,303
Specific ownership tax	29,838	35,058	18,504	35,058	24,747
Interest income	89	301	629	750	83
FCURA - District Property Taxes	167,231	214,074	317,012	400,000	228,227
Total revenues	302,649	426,720	509,356	613,095	378,360
Total funds available	535,322	609,521	598,614	702,353	532,956
EXPENDITURES					
General and administrative					
Accounting	27,920	42,000	15,030	35,000	40,000
Auditing	6,100	6,200	-	6,200	6,500
County Treasurer's fee	2,073	3,546	3,476	3,546	2,506
Dues and licenses	716	800	671	671	950
Insurance and bonds	5,838	6,500	15,297	15,297	16,500
District management	6,603	10,000	10,352	20,000	22,000
Legal services	14,435	30,000	41,094	75,000	40,000
Election expense	1,536	-	-	-	2,000
Contingency	-	7,743	-	7,743	4,721
PIF Collection	18,598	30,000	9,805	25,000	30,000
Miscellaneous	5,707	1,000	1,135	1,300	1,400
Collection Fee - URA	3,754	3,211	4,740	8,000	3,423
Operations and maintenance					
Property management contract	350,000	350,000	145,833	350,000	350,000
Repairs and maintenance	2,784	35,000	-	-	-
Utilities	-	25,000	-	-	-
Total expenditures	446,064	551,000	247,433	547,757	520,000
Total expenditures and transfers out requiring appropriation	446,064	551,000	247,433	547,757	520,000
ENDING FUND BALANCE	\$ 89,258	\$ 58,521	\$ 351,181	\$ 154,596	\$ 12,956
EMERGENCY RESERVE	\$ 10,000	\$ 13,000	\$ 16,000	\$ 19,000	\$ 12,000
TOTAL RESERVE	\$ 10,000	\$ 13,000	\$ 16,000	\$ 19,000	\$ 12,000

No assurance provided. See summary of significant assumptions.

**FOOTHILLS METROPOLITAN DISTRICT
DEBT SERVICE FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/12/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 9,504,145	\$ 8,971,049	\$ 8,480,288	\$ 8,480,288	\$ 9,110,606
REVENUES					
Property taxes	527,495	886,485	866,105	886,485	581,624
Specific ownership tax	149,202	175,298	92,526	175,298	114,870
Public improvement fees	639,267	850,000	430,492	850,000	875,000
Interest income	31,786	22,495	4,875	8,000	8,684
FCURA - District Property Taxes	836,223	1,070,540	1,585,148	1,650,000	1,059,373
FCURA - Property Tax Increment	1,791,877	2,104,411	1,895,134	2,104,411	1,655,870
Sales tax increment	426,675	500,000	-	500,000	500,000
Total revenues	4,402,525	5,609,229	4,874,280	6,174,194	4,795,421
Total funds available	13,906,670	14,580,278	13,354,568	14,654,482	13,906,027
EXPENDITURES					
Debt Service					
County Treasurer's fee	10,368	17,730	17,382	17,730	11,632
Collection Fee - URA	45,651	47,624	52,134	65,000	40,729
Paying agent fees	3,500	10,000	-	3,500	3,500
Contingency	-	2,471	-	2,471	3,526
Bond interest	4,191,863	4,130,175	2,065,088	4,130,175	4,060,613
Bond principal	1,175,000	1,325,000	-	1,325,000	1,520,000
Total expenditures	5,426,382	5,533,000	2,134,604	5,543,876	5,640,000
Total expenditures and transfers out requiring appropriation	5,426,382	5,533,000	2,134,604	5,543,876	5,640,000
ENDING FUND BALANCE	\$ 8,480,288	\$ 9,047,278	\$ 11,219,964	\$ 9,110,606	\$ 8,266,027
DEBT SERVICE RESERVE	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000
TOTAL RESERVE	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000	\$ 7,295,000

No assurance provided. See summary of significant assumptions.

**FOOTHILLS METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2022 BUDGET
WITH 2020 ACTUAL AND 2021 ESTIMATED
For the Years Ended and Ending December 31,**

10/12/21

	ACTUAL 2020	BUDGET 2021	ACTUAL 6/30/2021	ESTIMATED 2021	BUDGET 2022
BEGINNING FUND BALANCE	\$ 217,888	\$ 219,588	\$ 219,093	\$ 219,093	\$ 219,193
REVENUES					
Interest income	1,205	274	47	100	110
Total revenues	<u>1,205</u>	<u>274</u>	<u>47</u>	<u>100</u>	<u>110</u>
Total funds available	<u>219,093</u>	<u>219,862</u>	<u>219,140</u>	<u>219,193</u>	<u>219,303</u>
EXPENDITURES					
Capital Projects					
Capital outlay	-	219,862	-	-	219,303
Total expenditures	<u>-</u>	<u>219,862</u>	<u>-</u>	<u>-</u>	<u>219,303</u>
Total expenditures and transfers out requiring appropriation	<u>-</u>	<u>219,862</u>	<u>-</u>	<u>-</u>	<u>219,303</u>
ENDING FUND BALANCE	<u>\$ 219,093</u>	<u>\$ -</u>	<u>\$ 219,140</u>	<u>\$ 219,193</u>	<u>\$ -</u>

No assurance provided. See summary of significant assumptions.

**FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was organized on January 10, 2013, for the purpose of financing and providing public improvements and related operation and maintenance services within and outside of the boundaries of the District. The public improvements include streets, safety protection, park and recreation facilities, water, sanitation, storm sewer, transportation, fire protection, television relay and translation, security services and mosquito control. When appropriate, these improvements will be dedicated to the City of Fort Collins, Larimer County, or other such entities as appropriate for the use and benefit of the District taxpayers and service users. The District's service area is located within the City of Fort Collins, Larimer County, Colorado.

On November 6, 2012, District voters approved general obligation indebtedness of \$100,000,000 for street improvements, \$100,000,000 for parks and recreation, \$100,000,000 for water facilities, \$100,000,000 for sanitation system, \$100,000,000 for transportation, \$100,000,000 for fire protection facilities or services, \$100,000,000 for television relay and translation services, \$100,000,000 for security services, \$25,000,000 for mosquito control, \$100,000,000 for traffic and safety, \$100,000,000 for operations and maintenance, \$600,000,000 for intergovernmental contracts, \$100,000,000 for special assessment debt, \$100,000,000 for private agreements, \$100,000,000 for mortgages and \$600,000,000 for debt refunding. The election also approved an increase in ad valorem property taxes of up to \$20,000,000 annually and allows the District to collect fees of up to \$20,000,000 annually for operations and maintenance and \$100,000,000 in sales taxes not to exceed 3%.

Pursuant to the Service Plan, the District may issue bond indebtedness in an amount sufficient to produce (a) \$53,000,000 in net proceeds to fund the costs of the eligible improvements and (b) the costs of issuance of such bonds.

The District has no employees and all administrative functions are contractual.

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

FCURA

On January 17, 2014, the District entered into a Redevelopment and Reimbursement Agreement with Fort Collins Urban Renewal Authority ("FCURA"), the Developer, and the City of Fort Collins to redevelop Foothills Fashion Mall.

**FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year.

The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

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

Property Tax Increment Revenue

FCURA will receive property tax revenue ("Pledged Property Tax Increment Revenue") from the Larimer County Treasurer in excess of the amount produced by the levy of those bodies that levy property taxes against the Property Tax Base Amount in the TIF District, excluding the mill levy override payments approved by the electors of Poudre School District in 2012 and subsequent years, the District operations and maintenance and debt service mill levies, FCURA administration and redevelopment fees. The remaining revenue received by FCURA, net of all costs, will be remitted to the District's Bond Trustee and pledged to the payment of the Bonds.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 7% of the property taxes calculated from the gross assessed valuation.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average fund balance at an interest rate of approximately .10%.

**FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues - (continued)

Sales Tax Increment Revenue

A major source of revenue or cash receipts will be incremental sales tax revenue. The Redevelopment Agreement provides that sales taxes collected by the City within the TIF District in excess of a sales tax base amount are payable to FCURA. Pursuant to the Redevelopment Agreement, FCURA has covenanted to deposit such incremental City sales taxes with the Trustee for payment on the Bonds. The City currently imposes a 2.25% sales tax. Retail sales are calculated on assumed sales per square foot of commercial space at a value that varies based on the type of commercial use. A lease-up percentage and a collection factor are also applied to the estimated sales.

Public Improvement Fees

The District charges public improvement fees (PIF). The nature of the PIF is that of a fee imposed under private contract and not through the exercise of any governmental taxing authority. The PIF is applied to the sale of goods at a rate of 1%, in addition to all sales and use taxes that may be imposed and is collected by the retailers in the District and remitted to the District within 20 days after month end.

Expenditures

Administrative Expenditures

Administrative expenditures include the services necessary to maintain the administrative viability such as legal, accounting, insurance, and other administrative expenses of the District.

County Treasurer's Fees

County Treasurer's fees have been computed at 2% of property tax collections.

Operations and Maintenance

The district anticipates expenditures associated with the operation and maintenance of certain streets, landscaping and irrigation. The estimated cost of operations and maintenance of these areas are included in the general fund on page 3 of the budget.

Debt Service

Principal and interest payments in 2022 are provided based on the debt amortization schedule from the Series 2014 Bonds (discussed under Debt and Leases).

**FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

On October 9, 2014, the District issued \$72,950,000 in Series 2014 Special Revenue Bonds for street park and recreation, water and sanitation improvements. Bond proceeds were also transferred by the bond resolution from the Capital Projects Fund to the Debt Service Fund to pay the bond interest for the subsequent construction period and to establish a reserve account. The interest rate ranges from 5.35 to 6.00%. Interest is payable semiannually on June 1 and December 1 and principal is payable annually on December 1. The bonds mature on December 1, 2038, and are term bonds subject to redemption, prior to maturity, at the option of the District, on December 1, 2024, upon payment of par and accrued interest, without redemption premium. The bonds maturing on December 1, 2024, are subject to mandatory sinking fund redemption. The Series 2014 Bonds were issued for the purpose of financing public improvements.

The Bonds are secured by and payable from the Pledged Revenue consisting of monies derived by the District from the following sources, net of any collection costs: 1) the Required Mill Levy, 2) the portion of the Specific Ownership tax which is collected as a result of the imposition of the Required Mill Levy, 3) Property Tax Increment revenues, 4) Add-On PIF revenues, 5) sales Tax Increment revenues and 6) any other legally available monies which the District determines to be treated as Pledged Revenue.

The District has no operating or capital leases.

Developer Advances

The District has entered into Reimbursement and Acquisition Agreements with the Developer as follows:

Reimbursement and Infrastructure Acquisition Agreement

On April 26, 2013, the District has entered into a Reimbursement and Infrastructure Acquisition Agreement with Walton Foothills Holdings VI, LLC (Developer) pursuant to which the District agrees to reimburse the Developer for advances made to or on behalf of the District plus interest of 8% annually for costs related to the construction of public improvements subject to limitations set forth in the Service Plan. This agreement was amended on May 28, 2014. As of December 31, 2020, outstanding advances under the agreement totaled \$630,401 and accrued interest totaled \$371,763.

**FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

	Balance at December 31, 2020	Additions	Reductions	Balance at December 31, 2021
Developer Advance	\$ 630,401	\$ -	\$ -	\$ 630,401
Developer Advance - Interest	371,763	80,173	-	451,936
Total	<u>\$ 1,002,164</u>	<u>\$ 80,173</u>	<u>\$ -</u>	<u>\$ 1,082,337</u>

	Balance at December 31, 2021	Additions	Reductions	Balance at December 31, 2022
Developer Advance	\$ 630,401	\$ -	\$ -	\$ 630,401
Developer Advance - Interest	451,936	86,587	-	538,523
Total	<u>\$ 1,082,337</u>	<u>\$ 86,587</u>	<u>\$ -</u>	<u>\$ 1,168,924</u>

Reserve Funds

Emergency Reserve

The District has provided for an Emergency Reserve equal to at least 3% of the fiscal year spending for 2022, as defined under TABOR.

Debt Service Reserves

The District maintains a Debt Service Reserve of \$7,295,000 as required with the issuance of the Series 2014 Bonds.

This information is an integral part of the accompanying budget.

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

\$72,950,000 Special Revenue Bonds

Dated October 9, 2014

Principal Due Annually December 1

Interest from 5.25 to 6.00%, Due June and December 1

<u>Year</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2022	\$ 1,520,000	\$ 4,060,613	\$ 5,580,613
2023	1,690,000	3,980,812	5,670,812
2024	1,915,000	3,892,088	5,807,088
2025	2,110,000	3,791,550	5,901,550
2026	2,365,000	3,670,225	6,035,225
2027	2,600,000	3,534,237	6,134,237
2028	2,895,000	3,384,738	6,279,738
2029	3,160,000	3,218,275	6,378,275
2030	3,490,000	3,036,575	6,526,575
2031	3,800,000	2,835,900	6,635,900
2032	4,180,000	2,607,900	6,787,900
2033	4,540,000	2,357,100	6,897,100
2034	4,970,000	2,084,700	7,054,700
2035	5,385,000	1,786,500	7,171,500
2036	5,870,000	1,463,400	7,333,400
2037	6,340,000	1,111,200	7,451,200
2038	12,180,000	730,800	12,910,800
Total	\$ 69,010,000	\$ 47,546,613	\$ 116,556,613

No assurance provided. See summary of significant assumptions.

STATE OF COLORADO
COUNTY OF LARIMER
FOOTHILLS METROPOLITAN DISTRICT
2022 BUDGET RESOLUTION 2021-11-09

The Board of Directors (the “Board”) of Foothills Metropolitan District, Fort Collins, Colorado, held on Monday, November 1, 2021, at 2:00 p.m. via Microsoft Teams and teleconference due to the threat to health and safety posed by the COVID-19 pandemic.

The following members of the Board of Directors were present:

Patrick Bunyard – President
Josh Kane – Treasurer
Clyde Wood – Secretary
Michael Tonniges – Assistant Secretary
Rishi Loona – Assistant Secretary

Also present: Alan D. Pogue, Esq., Icenogle Seaver Pogue, P.C.; Denise Denslow, Carrie Bartow and Curtis Bourgoin; CliftonLarsonAllen LLP

The Secretary reported that, prior to the meeting, notification was provided to each of the Directors of the date, time, and place of the meeting and the purpose for which it was called. It was further reported that the meeting is a special meeting of the Board and that a Notice of Special Meeting was posted at one place within the boundaries of the District and at the Larimer County Clerk and Recorder’s Office in Larimer County, Colorado, and to the best of his knowledge remained posted to the date of this meeting.

At the Board’s special meeting held on November 1, 2021, the Secretary stated that proper publication was made to allow the Board to conduct a public hearing on the District’s 2022 budget. The Secretary opened the public hearing on the District’s proposed 2022 budget for public comment, if any, and then the public hearing was closed. Upon discussion of the District’s proposed 2022 budget by members of the Board, Director _____ moved that the Board adopt the following Resolution:

RESOLUTION

A RESOLUTION SUMMARIZING EXPENDITURES AND REVENUES FOR EACH FUND AND ADOPTING A BUDGET, APPROPRIATING SUMS OF MONEY TO EACH FUND IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN, AND LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2022 TO HELP DEFRAY THE COSTS OF GOVERNMENT, FOR FOOTHILLS METROPOLITAN DISTRICT, LARIMER COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE 1ST DAY OF JANUARY, 2022, AND ENDING ON THE LAST DAY OF DECEMBER, 2022.

WHEREAS, the Board of Directors (the “Board”) of Foothills Metropolitan District (the “District”) has authorized its staff to prepare and submit a proposed budget to said governing body at the proper time; and

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

WHEREAS, due and proper notice was published on _____, October ____, 2021 in *The Coloradan*, indicating (i) the date and time of the hearing at which the adoption of the proposed budget will be considered; (ii) that the proposed budget is available for inspection by the public at a designated place; and (iii) that any interested elector of the District may file any objections to the proposed budget at any time prior to the final adoption of the budget by the District; and

WHEREAS, a public hearing on the proposed budget was opened on Monday, November 1, 2021 at which time any objections of the electors of the District were considered; and

WHEREAS, the budget being adopted by the Board has been prepared based on the best information available to the Board regarding the effects of Article X, Section 20 of the Colorado Constitution; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF FOOTHILLS METROPOLITAN DISTRICT OF LARIMER COUNTY, COLORADO:

Section 1. Summary of 2022 Revenues and 2022 Expenditures. That the estimated revenues and expenditures for each fund for fiscal year 2022, as more specifically set forth in the budget attached hereto, are accepted and approved.

Section 2. Adoption of Budget. That the budget attached hereto as Exhibit A and incorporated herein by this reference is approved and adopted as the budget of Foothills Metropolitan 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.

Section 3. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

Section 4. Budget Certification. That the budget shall be certified by Director Wood, Secretary of the District, and made a part of the public records of the District, and a certified copy of the approved and adopted budget shall be filed with the Colorado Department of Local Affairs Division of Local Government.

Section 5. 2022 Levy of General Property Taxes. That the foregoing budget indicates that the amount of property taxes necessary to be collected from property located within the District's boundaries in Larimer County for the General Fund representing general operating expenses of the District is \$_____, and that the 2021 valuation for assessment, as certified by the Larimer County Assessor, is \$_____. That for the purposes 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 for the year 2022.

Section 6. 2022 Levy of Debt Retirement Expenses. That the amount of property taxes required to be collected from property located within the District's boundaries in Larimer County for payment of Debt Service is \$_____, and that the 2021 valuation for assessment, as certified by the Larimer County Assessor, is \$_____. That for the purposes of meeting all debt retirement 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 for the year 2022.

Section 7. Certification to County Commissioners. That General Counsel is hereby authorized and directed to certify to the County Commissioners of Larimer County, the mill levies for the District hereinabove determined and set. That said certification shall be in substantially the following form:

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY.]

[INSERT CERTIFICATION OF TAX LEVIES]

The foregoing Resolution was seconded by Director_____.

ADOPTED AND APPROVED THIS 1ST DAY OF NOVEMBER, 2021.

FOOTHILLS METROPOLITAN DISTRICT

By: Patrick Bunyard, President

STATE OF COLORADO
COUNTY OF LARIMER
FOOTHILLS METROPOLITAN DISTRICT

I, _____, hereby certify that I am a Director and the duly elected and qualified Secretary of Foothills Metropolitan District, and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District, heard at a special meeting of the Board of Directors of Foothills Metropolitan District held on Monday, November 1, 2021, at 2:00 p.m. via MS Teams and teleconference due to the threat to health and safety posed by the COVID-19 pandemic, as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the District this 1st day of November, 2021.

(S E A L)

By: Clyde Wood
Its: Secretary

EXHIBIT A

Budget Message
Budget Document