

FOOTHILLS METROPOLITAN DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Wednesday, October 5, 2022
TIME: 2:30 p.m.
LOCATION: Virtual Microsoft Teams

- 1. Online Microsoft Teams Meeting – via link below

https://teams.microsoft.com/l/meetup-join/19%3ameeting_Y2lyMGZkMDAtNDA3Yi00ZTI5LTg4Y2UtYml0YjBmZTZjZmJl%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: 737 041 627#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Rishi Loona	President	May 2023
Josh Kane	Treasurer	May 2025
Clyde Wood	Secretary	May 2025
Patrick Bunyard	Assistant Secretary	May 2023
Tim DePeder	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 June 1, 2022 Regular Meeting (enclosed)
- B. Ratification/Approval of Claims Totaling \$282,815.43 (enclosed)

III. LEGAL MATTERS

- A. Ratify Service Agreement with Environmental Designs, Inc. for clean up of six detention ponds bi-annually (enclosed)
- B. Ratify Service Agreement with Environmental Designs, Inc. for 2022 landscape maintenance (enclosed)
- C. Ratify Service Agreement with Environmental Designs, Inc. for Median Enhancements (enclosed)
- D. Ratify 2022 Service Agreement and Approve 2023 Service Agreement with Federal Cleaning Contractors, Inc. (enclosed)
- E. Ratify Service Agreement with All Sweep Inc., for Sweeping of Foothills Shopping Center (enclosed)
- F. Ratify Green Thumb Plantscape Agreement for 2022-2023 Winter Watering (enclosed)

IV. FINANCIAL ITEMS

- A. Review and Accept August 31, 2022 Unaudited Financial Statements and October 2022 Cash Position Report (enclosed)
- B. Review and Consider Acceptance of 2021 Audit Extension and Approval of 2021 Draft Audit (enclosed)
- C. 2023 Budget Process
 - 1. October 15 – Draft 2023 Budget to Board of Directors
 - 2. December 7, 2022 – Public Hearing to Review and Approve 2023 Budget
- D. Other

V. CONSTRUCTION REPORT**VI. MANAGER ITEMS**

- A. Other

VII. DIRECTOR ITEMS

- A. Other

VIII. OTHER BUSINESS

IX. Executive Session pursuant to Section 24-6-402(4)(e), C.R.S., if needed.

X. ADJOURNMENT

The next scheduled meeting is December 7, 2022 at 2:30 p.m. – Budget Hearing

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
FOOTHILLS METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JUNE 1, 2022

A regular meeting of the Board of Directors of the Foothills Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, June 1, 2022, at 2:30 p.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
Rishi Loona, Assistant Secretary
Tim DePeder, Assistant Secretary

Also in Attendance Were:

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

ADMINISTRATIVE MATTERS

Call to Order: Director Bunyard called the meeting to order at 2:33 p.m.

Disclosures of Potential Conflicts of Interest: Mr. Pogue noted that disclosures had been filed.

Approval of Agenda: Upon a motion duly made by Director Wood, seconded by Director Kane and upon vote, unanimously carried, the Board approved the Agenda as presented.

Public Comment: None.

Results of May 3, 2022 Directors’ Election; Consider appointment of eligible electors to the Board of Directors: Attorney Pogue noted that Directors Kane and Wood were elected to three year terms ending in 2025, Director DePeder was elected to a one year term and will run again at the 2023 election, and Directors Loona and Bunyard are continuing to serve their 2023 terms from the special election conducted in December 2021.

Consider Election of Officers: Upon a motion duly made by Director Kane, seconded by Director Wood and, upon vote, unanimously carried, the Board approved the following slate of officers:

RECORD OF PROCEEDINGS

President: Rishi Loona
 Treasurer: Josh Kane
 Secretary: Clyde Wood
 Assistant Secretary: Tim DePeder
 Assistant Secretary: Patrick Bunyard
 Secretary to the Board: Denise Denslow

CONSENT AGENDA

Minutes of the February 1, 2022 Special Meeting: Ratification of Claims Totaling \$400,235.71:

Upon a motion duly made by Director Kane, seconded by Director Wood and, upon vote, unanimously carried, the Board approved the Consent Agenda items.

LEGAL MATTERS

Ratification of 2022 Funding and Reimbursement Agreement with MXD Fort Collins, LLC (MXD), and in connection therewith, issuance of subordinate promissory note to MXD to secure repayment of advances for operational expenses: Attorney Pogue briefed the Board that this agreement is contingent upon amendments to the Service Plan and other documents underway with the City of Fort Collins. Discussion followed regarding the availability of funds; Director Wood confirmed, on behalf of MXD Fort Collins, LLC that they are appropriately capitalized.

Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board ratified approval of 2022 Funding and Reimbursement Agreement with MXD Fort Collins, LLC (MXD), and in connection therewith, issuance of subordinate promissory note to MXD to secure repayment of advances for operational expenses.

Ratification of District Service Contract with MXD: Upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board ratified the District Service Contract with MXD.

Ratification of District Service Contract with Prism Places, Inc.: Attorney Pogue informed the Board that this agreement had one remaining item related to excess auto liability coverage to finalize. Following review, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, the vote carried, with Director Bunyard abstaining, the Board ratified the District Service Contract with Prism Places, Inc.

Approval of Event Activity License, Release and Hold Harmless Agreement: Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the

RECORD OF PROCEEDINGS

Board approved the Event Activity License, Release and Hold Harmless Agreement.

Ratify Service Agreement with Precision Pavement Marketing Co.:

Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board ratified the Service Agreement with Precision Pavement Marketing Co.

Ratify Services Agreement with Graff's Turf: Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board ratified the Service Agreement with Graff's Turf.

Ratify License Agreement with FMFPE, LLC for Temporary Parking:

Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board ratified the License Agreement with FMFPE, LLC for Temporary Parking.

Approval of Services Agreement with Traverse Builder LLC: Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board approved the Services Agreement with Traverse Builder LLC.

Authorize public space access/event agreement structure and authorize District Manager to execute same for all events on behalf of the District:

Following discussion, upon a motion duly made by Director Kane, seconded by Director DePeder and, upon vote, unanimously carried, the Board authorized public space access/event agreement structure and authorized the District Manager to execute same for all events on behalf of the District.

FINANCIAL MATTERS

March 31, 2022 Unaudited Financial Statements and May 2022 Cash

Position Report: Ms. Bartow reviewed the Financial Statements and Cash Position Report with the Board. The Board requested that year-to-date reports for the public improvement fee be provided in July and January. Following discussion, upon a motion duly made by Director Kane seconded by Director Wood and, upon vote, unanimously carried, the Board accepted the March 31, 2022 Unaudited Financial Statements and the May 2022 Cash Position Report.

CONSTRUCTION REPORT

None.

MANAGER ITEMS

None.

RECORD OF PROCEEDINGS

DIRECTOR
ITEMS

Other: Director Kane inquired about the Director's fees. Mr. Bourgouin stated that it is being set up through ADP, and the first payment will catch up the prior meetings.

OTHER
BUSINESS

None.

EXECUTIVE
SESSION

Executive Session pursuant to Section 24-6-402(4)(e), if needed. No Executive Session was needed.

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned at 3:25 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

Foothills Metro District
Claims Listing May 28 Through September 26, 2022

<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>	<u>Amount</u>
6/8/2022	Centro Inc.	2022-I-FMD	\$ 300.00
6/8/2022	CliftonLarsonAllen LLP	3283050	873.70
6/8/2022	CliftonLarsonAllen LLP	3280168	2,625.00
6/8/2022	First Class Security Systems LLC	133634	690.81
6/8/2022	Icenogle Seaver Pogue	21584	4,482.00
6/24/2022	CliftonLarsonAllen LLP	3315524	799.18
6/24/2022	CliftonLarsonAllen LLP	3315643	2,660.20
6/24/2022	CliftonLarsonAllen LLP	3286202	3,518.57
6/27/2022	CO Special Dist Prop & Liab Pool	POL-0010992	447.00
6/27/2022	Fort Collins Utilities	705139-88394	3,379.78
6/27/2022	Green Thumb Plantscape	39167	1,000.00
6/27/2022	Green Thumb Plantscape	39166	18,804.00
6/27/2022	Icenogle Seaver Pogue	21737	4,984.51
6/27/2022	Precision Pavement Marking Co	350284	10,000.00
7/1/2022	McWhinney Real Estate Services	323279	115.00
7/7/2022	Farnsworth Group Inc.	233619	83,420.50
7/7/2022	Sasaki Associates Inc.	86618	29,650.50
7/7/2022	Traverse General Contractors LLC	Pay App #1	6,128.63
7/25/2022	CliftonLarsonAllen LLP	3316891	1,318.80
7/25/2022	CliftonLarsonAllen LLP	3345110	1,656.21
7/25/2022	CliftonLarsonAllen LLP	3345126	2,650.30
7/25/2022	Environmental Design Inc.	154396	62.10
7/25/2022	Environmental Design Inc.	154388	184.60
7/25/2022	Environmental Design Inc.	154430	3,000.00
7/25/2022	Environmental Design Inc.	154489	5,441.00
7/25/2022	Fort Collins Utilities	705139-88394	3,405.94
7/25/2022	Green Thumb Plantscape	39300	3,100.00
7/25/2022	Icenogle Seaver Pogue	21892	4,253.50
7/25/2022	KONE	962232546	2,547.84
7/25/2022	Summit Compression LLC	1848	420.79
7/28/2022	Colorado Hardscapes	Pay App #5	1,722.00
8/1/2022	LRM-COM Inc	60987	5,654.00
8/19/2022	All Sweep Inc	22-732	2,353.00
8/19/2022	All Sweep Inc	22-731	2,353.00
8/19/2022	CliftonLarsonAllen LLP	3374044	1,302.88
8/19/2022	CliftonLarsonAllen LLP	3349492	1,651.65
8/19/2022	CliftonLarsonAllen LLP	3373970	2,680.18
8/19/2022	Environmental Design Inc.	154933	48.04
8/19/2022	Environmental Design Inc.	155475	196.39
8/19/2022	Environmental Design Inc.	154693	497.50
8/19/2022	Environmental Design Inc.	155479	728.33
8/19/2022	Environmental Design Inc.	155471	971.11
8/19/2022	Environmental Design Inc.	155505	3,555.55
8/19/2022	Environmental Design Inc.	155398	5,441.00
8/19/2022	Federal Building Services Inc.	0122506-IN	4,325.80
8/19/2022	Green Thumb Plantscape	39452	3,100.00
8/19/2022	Icenogle Seaver Pogue	22093	712.50
8/19/2022	Precision Pavement Marking Co	350294	2,650.00
8/19/2022	Summit Compression LLC	1862	458.85
8/23/2022	Traverse General Contractors LLC	Pay App #2	40,493.19
		Total	\$ 282,815.43

DISTRICT SERVICE AGREEMENT

THIS DISTRICT SERVICE AGREEMENT (“Agreement”) is made and entered into on this 1st day of July, 2022, by and between Foothills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and Environmental Designs, Inc. (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor's proposal/quote attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** February 21, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on January 1, 2023 and shall terminate by December 31, 2023. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the

opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

Rishi Loona

CBEEDEBFFDF84E3

By: Rishi Loona
Its: President

CONTRACTOR:

Environmental Designs, Inc.

Chason Geister

00210E28C372453

By: _____
Its: _____

EXHIBIT A**SCOPE OF SERVICE AND CONTRACTOR'S QUOTE**

EDI will clean up the 6 detention ponds maintained and managed by Foothills Metropolitan District up to 2 times per year.

Detention Pond Clean Up

Cost per clean up: \$3,555.55

Total \$7,111.11

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

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1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor’s proposal/quote

attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** July 1, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on July 1, 2022 and shall terminate by December 31, 2022. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District:

Foothills Metropolitan District
c/o CliftonLarsonAllen
Attention: Denise Denslow
8990 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Email: denise.denslow@CLAconnect.com

If to Contractor: Environmental Designs, Inc.
Attn: Michael Hoefner
12511 E. 112th Avenue
Henderson, CO 80640
Email: mhoefner@environmentaldesigns.net

7. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

8. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

Rishi Loona

CBEEDEBFFDF84E3...

By: Rishi Loona
Its: President

CONTRACTOR:

Environmental Designs, Inc.

By: Chason Geister

Its:

DocuSigned by:

Chason Geister

9E6C4A42E7F24D3...

EXHIBIT A

SCOPE OF SERVICE AND CONTRACTOR'S QUOTE



Landscape Maintenance Agreement

Effective Date 07/01/2022
Termination Date 12/31/2022

Foothills Mall Metro District
215 E Foothills Parkway Suite 220
Fort Collins, CO 80525

Payment Schedule

7 Monthly Installments \$5,441.00
Starting July 2022
Ending January 2023

Total Contract Price \$38,087.00

Award-Winning Landscape Design, Construction & Maintenance Since 1989

EXHIBIT A
LANDSCAPE SCOPE OF WORK

SECTION 1 – DEFINITION

The following landscape management specification establishes the standard grounds maintenance for properties managed by Foothills. This standard outlines an efficient and horticulturally sound program of the highest quality, promoting the healthy growth of turf and plant material while ensuring the continual neat appearance of the site.

SECTION 2 – GENERAL CONDITIONS

- 2.1 The Contractor shall supply and comply with the following specifications. Additionally, a landscape crew shall visit the site weekly and a crew supervisor on a monthly basis to ensure the site meets with the expectations of Foothills. Staffing is outlined in Section 14.
- 2.2 The project supervisor shall forward by EMAIL and follow by mail to the property manager reports of operations completed and partially completed for the purpose of facilitating communication and identifying problems. Reports shall be submitted within twenty-four (24) hours of the last site visit, at a minimum, weekly.

SECTION 3- SPRING CLEANUP

- 3.1 The contractor shall visit the site in March to access any changes and perform any cleanup. This shall include removal of miscellaneous debris, including leaves and branches, and notification of the need for any additional services. Additionally, spring edging, mulching (upon approval from management) and final leaf removal shall be done by March 30th (weather permitting). Cut back any grasses, stages and perennials which have persisted through the winter. Broken, dead and brown tips on junipers and any other plants are to be continually monitored on a weekly basis.

SECTION 4- TURF MANAGEMENT

4.1 GENERAL:

All turf areas covered by this Contract shall be always maintained in a first-class manner. The quality of turf to be determined by density, color and uniformity and lack of weeds.

4.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work outlined in these specifications and in accordance with professional turfgrass management practices.

4.3 MOWING AND TRIMMING:

- A.** All turf shall be cut at a height of 2- ½ to 3- ½" as conditions dictate using a rotary-type mower or reel-type mower. Blades must be always balanced and sharp.
- B.** All Native seeded areas will be mowed 3 times per season. This includes vacant pad, ponds and fields. There will be no charge for additional mowing's that are required to maintain the visual standards of the City of Fort Collins and/or the Owner.
- C.** Mowing shall be done frequently enough so that no more than one third of the grass blade is removed per cutting, weather permitting. The total amount of mowing's in this contract is 26. Mowing cycle not to exceed one week.
- D.** Mowing patterns shall be employed to encourage upright growth and permit the recycling of clippings where possible.
- E.** Excessive clippings resulting from growth rates exceeding proposed frequencies or that remain as clumps shall be removed from turf areas.
- F.** Clippings shall be removed from all paved or mulched surfaces after each mowing.
- G.** Trimming around trees, shrubs, signs and foundations shall be performed with each mowing. Work shall be performed using hand labor or mechanical devices, at contractor's discretion to present a neat and trim appearance.

4.4 WEEDING:

- A.** Lawn maintenance includes keeping turf free of weeds.
- B.** Administer application of pre-emergent herbicide to control crabgrass and other annual weeds in early spring.
- C.** As needed, application of a general-purpose broadleaf weed killer in late spring and/or through the summer season.

4.5 GENERAL MAINTENANCE:

- A.** Aeration treatment of sod in the spring and fall.

4.6 EDGING:

- A.** All accessible curbs and walks shall be line trimmed 1 time per week during growing season (26 times). Lawns will be hard-edged 6 times during the spring/summer/fall to ensure a clean and neat appearance.
- B.** All dirt and debris resulting from edging operations shall be removed.

4.7 SOIL TEST:

- A. As an additional cost, soil shall be analyzed at Management's discretion every spring at 12 locations by an approved laboratory such as the Auburn University Extension Service.
- B. Results of the test shall be presented to the Management Representative. A report shall be submitted in writing and shall include analysis of test results and recommended curative program.
- C. pH shall be maintained at a level of 6.0-7.0 depending on turf species. If lime is needed, the Management Representative shall be notified of recommended rates and costs. Work shall commence with authorization. Additional work to be completed and billed on a separate contract.

4.8 LAWN AREA DISEASE AND INSECT CONTROL:

An employee registered as a state licensed pesticide applicator and versed in the recognition, diagnosis and treatment of major turf diseases and insect pests shall be on alert for an outbreak of such pests and notify the Owner immediately. From April – October of each year, the state licensed applicator will conduct weekly site visits to determine any problems. The applicator will supply a report to the Owner after each visit. Notification shall include recommended treatment and costs. Work shall commence with authorization. Additional work to be completed and billed on a separate contract.

4.9 TURF CARE APPLICATION

Owner will be notified of scheduled applications in advance. All areas, except for vacant pads, will be included in application of fertilizers and weed control. A cost for spraying vacant pads for weeds will be supplied separately and included in this proposal. Each pad identified on the site plan will be listed separately.

- A. **APPLICATION #1-MARCH/APRIL**
Apply 32-3-3 turf fertilizer with 50% slow release or approved equal. Treat for broadleaf and grassy weeds.
- B. **APPLICATION #2- MAY/JUNE**
Apply 23-3-3 turf fertilizer with 50% slow release or approved equal. Treat for broadleaf and grassy weeds.
- C. **APPLICATION #3- JULY/AUGUST**
Apply 8-8-25 turf fertilizer or approved equal. Treat for broadleaf and grassy weeds as necessary for weed control.
- D. **ADDITIONAL APPLICATIONS**
Two applications of pre-emergent herbicide to control crabgrass and other annual weeds in early spring and as needed.

SECTION 5- SHRUB AND FORMAL HEDGE MANAGEMENT

5.1 GENERAL:

This specification shall cover all items of shrub management.

5.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work specified and in accordance with professional horticultural and ornamental practices and the specific needs of Foothills.

5.3 PRUNING:

- A. All deciduous shrubs shall be dormant, pruned as necessary to promote proper natural growth habit during the growing season, and then as necessary throughout the season. Care shall be taken not to remove too much of the flowering surface branches when pruning. The shrubs shall be pruned only as necessary to maintain the natural form. Pruning shall include removing dead or diseased wood or wood that is seriously infested with insects, weak wood that is not productive of bloom, excess suckers and shoots, and irregular growth.
- B. Evergreen shrubs shall be pruned as necessary throughout the season. The first shall be a dormant pruning and shall be completed prior to March 15th. The shrubs shall be pruned and trimmed to remove winter kill and damage from wind and ice. In late spring, midsummer and fall, all shrubs shall be pruned and trimmed only as necessary to maintain their natural form. This type of pruning shall be done weekly until new growth takes over and no more brown ends and broken twigs are appearing.
- C. All ornamental and evergreen shrubs shall be pruned to maintain their form as necessary throughout the season, pruning shall include removal of dead or damaged branches, excess suckers, shoots and irregular growth.
- D. All shrub material, excluding formal hedges, must not be sheared. The plant materials are intended to be maintained in their natural form. All pruning shall be done in such a manner as to enhance the plant's natural growth characteristics. No plants are to be sheared into balls or cubes or have straight sides or tops. Site specific conditions may require otherwise and, if so, Foothills shall notify the Contractor of this.
- E. Ground cover is intended to be maintained in its natural form. All pruning shall be done in such a manner as to enhance the plant's natural growth characteristics.

5.4 FERTILIZATION:

- A. Fertilization of shrubs, ornamental grasses, and perennials, once per year. The fertilization program for shrubs and established shrub beds shall provide the equivalent of .82 pounds nitrogen per 1,000 square feet per year. Broadleaf evergreens and other acid loving plants shall be fertilized with an appropriate acid fertilizer, such as Hollytone.
- B. All fertilizer shall be distributed by hand or hand-held broadcast spreader. Fertilizer shall be applied in the Spring, and Owner will be notified of scheduled applications in advance.
- C. Deciduous shrubs shall be fertilized with a ten percent (10%) nitrogen fertilizer with ratios such as 10-64 and 13-1~13 or an approved equivalent. The fertilizer shall be fifty percent (50%) organic to insure slow release.
- D. Broadleaf evergreen shrubs shall be fertilized after plants have flowered, with a low analysis fertilizer to prevent injury. Ratio such as 4-64 or 9-5-3 shall be used or an approved equivalent.
- E. Fertilizer shall be commercial grade, mixed granules or pelletized fertilizer, with not less than fifty percent (50%) of the total nitrogen being slowly soluble. Fertilization shall be done prior to the application of new mulch.

5.5 WEED CONTROL:

- A. All weeds are to be removed from the beds as they appear, chemically or by hand pulling.
- B. Chemical weed control shall be used in shrub beds and tree rings. Pre-emergent shall be applied in March during the time period when heaviest seed germination occurs. Chemicals to be used are Ronstar or Surfian. In addition, a post-emergent herbicide shall be used to kill weed seedlings. Chemical to be used is Roundup. Manufacturer's recommendations shall be followed closely.
- C. All weeds and grasses growing in the sidewalk cracks, at building interface with walks, curb, paving and parking areas shall be controlled with non-selective herbicide as necessary.
- D. Pre-emergent
 1. Selective pre-emergent without any residual soil activity.
 2. Adhere to manufacturer's recommendations for strength, rate and application.

5.6 SHRUB AND GROUND COVER DISEASE AND INSECT CONTROL:

- A. An employee versed in the recognition, diagnosis and treatment of all major ornamental diseases and pests shall at times be on the alert for such outbreaks. From April – October of each year, the state licensed applicator will conduct weekly site visits to determine any problems. The applicator will supply a report to the Owner after each visit. The Management Representative shall be notified of the problem and given information on the type of pesticide used and dates when application will occur.
- B. Insecticides and fungicides shall be applied by a state licensed applicator. Application shall be often as necessary to prevent and eliminate insect and disease damage to shrubs. Rates and timing shall follow manufacturer's recommendations.
- C. The principles of integrated pest management shall be followed when applicable. The

pest management program shall introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations.

SECTION 6- LANDSCAPE TREE MANAGEMENT

6.1 GENERAL:

This section covers landscape tree management. The contractor shall be responsible for normal maintenance specified below. Landscape and ornamental tree pruning is limited to work that can be reached from the ground with hand pruners, pole saws, or pole clips, no higher than 12'. Large scale tree pruning shall be handled by tree care professionals on a work order basis.

6.2 SCOPE:

The work required shall include all labor, supervision, equipment, tools and materials to complete the work specified and in accordance with professional arboricultural practices.

6.3 TREE RINGS:

Tree rings shall be maintained around all trees in turf areas. The size of the rings shall be as follows:

Trees under 12" caliper shall have a ring measuring 2' from tree trunk. Trees 12" caliper and over shall have a ring measuring 3½' from tree trunk.

Tree rings are to remain grass and weed-free to create a clean and neat appearance.

Exceptions are:

Where tree rings meet, or almost meet, the overall ring configuration should be simplified to accommodate ease of mowing.

Where odd shaped and small bits of turf will be left, the ring configuration should be modified to eliminate those difficult turf areas and still provide a simple ring outline.

Where steep slopes exist, the tree rings may need to be smaller to reduce erosion concerns.

Evergreen trees in groups and individual evergreens may have needle mulch beds underneath with the bed edge at the extent of the bottom branches.

6.4 PRUNING:

All landscape trees shall be pruned in the springtime, when it is best for optimal health of the tree.

Shade trees are to be elevated to at least 8' above ground level. Review the pruning practices with the property manager before any pruning is performed except for pruning out any dead portions of the plant.

6.5 FERTILIZATION and WATERING:

- A. All trees shall be surface fed with 12-24-24 slow-release fertilizer or approved equivalent if they are in turf or planting areas.
- B. Fertilization shall be done in the April/May time period, or when best appropriate for the regional climate. The applicator will schedule fertilizations in advance with the Owner.
- C. When sprinkler system is not turned on and landscape personnel are on-site (October, November, March), tree watering will be completed as necessary based on climate conditions (e.g., very little moisture). "Price will be determined If we need these services"
- D. When sprinkler system is not turned on and landscape personnel are not on-site (December, January, February), Contractor will provide a price (to be agreed upon prior and included in the contract) for soaking the tree roots with a source of water supplied by Contractor, such as a tanker truck. This is determined by the climate conditions and approved in advance by the Owner.

6.6 INSECT AND DISEASE CONTROL:

An employee versed in the recognition, diagnosis and treatment of all disease and insects affecting landscape trees and evergreens shall always be on the alert for such outbreaks. From April – October of each year, a licensed horticulturalist will conduct weekly site visits to determine any problems. The applicator will supply a report to the Owner after each visit.

- A. An employee registered as a state licensed pesticide applicator versed in the recognition, diagnosis and treatment of insect pests shall always be on the alert for outbreaks of pests. The Management Representative shall be notified of an outbreak and given a proposal to administer the proper treatment and a schedule of such treatment.
- B. All sprays shall be applied using an approved high-pressure tree-type sprayer.

- C. All spray chemicals shall be administered according to manufacturer's recommendations.
- D. Spraying shall be done at times when a minimal number of cars are in lots and when wind conditions will not cause drift to buildings, etc.

SECTION 7- USE OF CHEMICALS

- 7.1 All chemicals utilized by contractor shall be approved in writing by the Management Representative prior to application and must meet all federal, state and local regulation.
- 7.2 Contractor personnel shall wear protective clothing and devices during all chemical operations as required by law and /or manufacturer's directions.
- 7.3 Contractor shall be a licensed pesticide applicator in the state and licensee shall be present on site during any chemical applications.
- 7.3.1 Chemical contractor shall visit the site each week to identify any possible issues with trees, shrubs, or turf.

SECTION 8- MULCH

- 8.1 Mulch shall be wood mulch, free of all debris and agreed by Owner as to type and color. Pricing will be supplied in this quote.
- 8.2 At an additional cost [REDACTED] Mulch shall be applied to all previously mulched tree rings, shrub beds and hedge beds once each spring to maintain a depth of 2 inches as requested by owner. Total mulched area is 186,000 square feet.
- 8.3 There shall be no encroachment of turf into mulched areas and no spillover of mulch into turf areas. Mulched areas - beds and tree rings - need to be edged as many times as needed to keep them neat and crisp.
- 8.4 All mulched areas shall be kept free of any grass clippings and leaves.
- 8.5 Where, for whatever reason, lumps of soil, disturbed planting areas, debris, stones, etc., occur, remove these before applying mulch - do not just cover it over with mulch.

SECTION 9- LEAF REMOVAL

- 9.1 All leaves shall be completely removed from lawn area and walkways 3 times each fall. Leaf removal needs to be done on an as-needed basis with some areas needing it weekly through the fall.
- 9.2 All leaves shall be completely removed from all mulched bed areas and tree rings 3 times each.

autumn and 3 times in spring.

- 9.3 Accumulated leaves shall be removed from the site at the conclusion of each day's leafremoval operation. No provision is made for disposal of leaves on the site.

SECTION 10- PERENNIAL PROGRAM

- 10.1 Perennials will only be mulched with pine bark fines that do not exceed two inches in depth as determined by management.
- 10.2 Perennials will be deadheaded to remove old flowers when necessary. Old foliage will be removed in late fall. Ornamental grasses will be left throughout the winter unless they have fallen over curbs and walks or look unsightly.
- 10.3 Per management request Perennials will be divided as necessary, dependent upon the cultivar figuring. 1/3 per year so that each perennial is divided every three years. Division will be done in fall, with the addition of organic matter and slow-release fertilizer. Coneflower, Yarron and Salvia are to be cut back to 6" as soon as the flowers turn brown. This will encourage continual regeneration of new blooms. "The Fee will be determined upon request."

SECTION 11- COMMON LANDSCAPE SITE PROBLEMS

- 11.1 All plants, trees, shrubs, groundcover perennials, grasses which are more brown than green, are dead. These need to be removed as quickly as possible, not left to see if they will look better or worse the next week. Since plants show signs of stress and dying over a period, there will always be a period for evaluating the changing condition. The Contractor shall bring this concern of seeing plants in stress to the Property Manger's attention.
- 11.2 Where the trucks drive over curbs and crush plants, gouge planting beds and turf, compact planting area and damage curbs, note the location and damage and fax the information to the Property Manager. These damaged areas are to be repaired immediately, having been checked each week the Contractor is on the site. The entire property is to be checked by walking the site every week.
- 11.3 Each weekly site visit shall have someone responsible for monitoring sucker growth on trees and shrubs. No suckers will be allowed to grow more than a week in length.
- 11.4 Foothills looks to the maintenance contractor to be the first one to anticipate and note problems of individual plants or specific site conditions before they are an issue and before a Foothills representative must draw it to your attention.
- 11.5 A Landscape Maintenance Contractor's representative shall contact the Property Manager each time the site is visited. At least once monthly, the Property Manager will walk the site with you. That schedule can be determined at the weekly contact with the Property Manager.

SECTION 12- POTS

NA

SECTION 13-IRRIGATION

- 13.1 All repair cost shall be the responsibility of the owner unless damaged by the Landscape contractor. The following are included as part of the base Landscape Maintenance Contract.
- A. Spring Start-up:**
All mainlines shall be pressurized and a comprehensive review of each zone completed. Any adjustments that are needed to ensure accurate distribution of the water will be performed. Any heads or nozzles that may be clogged are to be cleaned out under the start-up operation. Contractor shall inventory any damages for submittal to the owner with cost estimates.

B. Weekly Monitoring:

The irrigation system will be checked weekly for proper coverage, damage or malfunctions and problems reported to the property manager. The clock will be adjusted weekly to meet the seasonal watering requirements.

C. Winter Shutdown

All water shall be turned off and all lines drained and winterized.

SECTION 14-STAFFING

14.1 A maintenance crew will be available beginning April 1 until November 15.

± Maintenance crews' responsibilities will include:

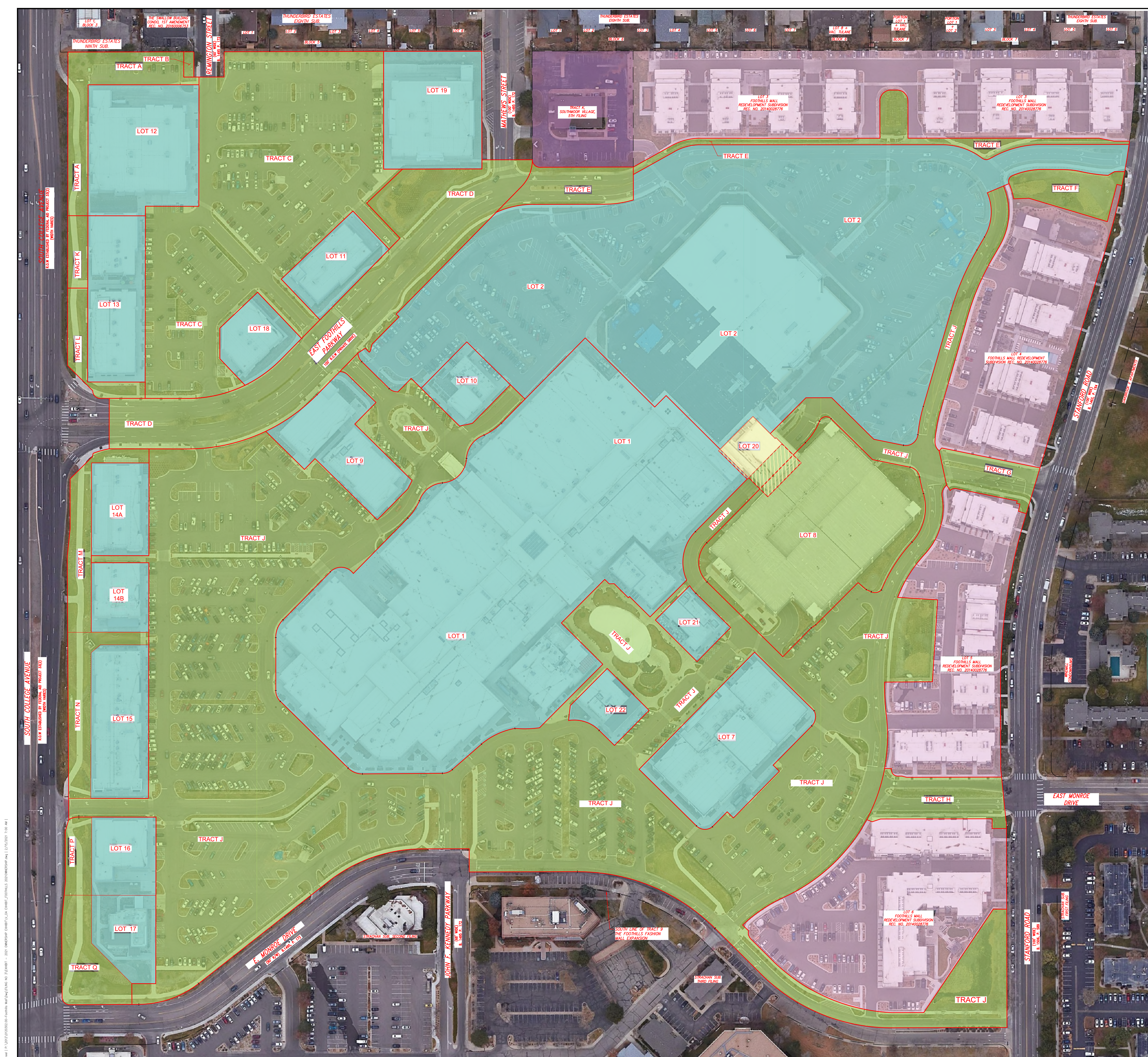
- a. Irrigation maintenance and management (including spring start-up)
- b. landscape management
- c. Pruning of all plant material
- d. Litter and weed removal.
- e. On site coordination for immediate repair, replacement, warranty, or other miscellaneous requests by owner
- f. Pruning, deadheading.
- g. Monitoring and repairing any sprinkler issues.
- h. Replacing dead plant material and sod identified by project superintendent and approved by Owner.
- i. removal of suckers
- j. Projects as assigned by Owner.

14.2 A maintenance crew will be available from March 1-March 31, whose responsibilities will include:

- n. Irrigation maintenance and management (including winterization of irrigation system)
- o. Pruning of all plant material
- p. Litter and weed removal.
- q. Maintaining rock-lines and mulch in and around parking lot islands and landscape beds
- r. On site coordination for immediate repair, replacement, warranty, or other miscellaneous requests by owner
- s. Projects as assigned by management "price to be determined upon assignment."

14.3 In addition to the maintenance crew, a mow crew will mow the entire property during a single site visit each week during the growing season. Mowing will commence prior to shopping center hours if feasible.

- 14.4 Weekly, Contractor will provide a calendar of when events, such as spraying, hard edging, and special projects will take place. If for unseen reasons dates cannot be met, contractor will communicate to Property Management.
- 14.5 A weekly property update, [REDACTED] will be given to Property Management each week.



OWNERSHIP LEGEND

Green	FOOTHILLS METROPOLITAN DISTRICT
Cyan	WALTON FOOTHILLS HOLDINGS VI LLC
Light Blue	CITY OF FORT COLLINS
Pink	FMFPE LLC
Purple	300 FOOTHILLS LLC

LOT/TRACT AREA TABLE

FOOTHILLS MALL REDEVELOPMENT SUBDIVISION	
LOT/TRACT	AREA (SF/AC)
LOT 3	170,929 SF, 3.92 AC±
LOT 4	112,605 SF, 2.59 AC±
LOT 5	101,769 SF, 2.34 AC±
LOT 6	134,248 SF, 3.08 AC±
LOT 12	55,040 SF, 1.263 AC±
LOT 13	37,561 SF, 0.862 AC±
LOT 15	34,601 SF, 0.794 AC±
LOT 16	19,734 SF, 0.453 AC±
LOT 17	19,082 SF, 0.438 AC±
TRACT A	25,768 SF, 0.592 AC±
TRACT B	1,000 SF, 0.023 AC±
TRACT E	36,346 SF, 0.834 AC±
TRACT F	15,203 SF, 0.349 AC±
TRACT G	14,030 SF, 0.322 AC±
TRACT H	21,896 SF, 0.503 AC±
TRACT K	5,730 SF, 0.132 AC±
TRACK L	10,361 SF, 0.238 AC±
TRACT M	17,611 SF, 0.404 AC±
TRACT N	17,848 SF, 0.410 AC±
TRACT P	7,972 SF, 0.183 AC±
TRACT Q	19,102 SF, 0.439 AC±

FOOTHILLS MALL REDEVELOPMENT SUBDIVISION FILING NO. 2

LOT 11	21,122 SF, 0.485 AC±
LOT 18	17,365 SF, 0.399 AC±
LOT 19	45,389 SF, 1.042 AC±
TRACT C	210,582 SF, 4.834 AC±
TRACT D	113,941 SF, 2.616 AC±

FOOTHILLS MALL REDEVELOPMENT SUBDIVISION FILING NO. 3

LOT 1	408,897 SF, 9.387 AC±
LOT 1 (ABOVE ELEVATION 5043.3)	320 SF, 0.007 AC±
LOT 2	501,495 SF, 11.513 AC±
LOT 7	61,853 SF, 1,420 AC±
LOT 8	114,052 SF, 2,618 AC±
LOT 8 (BELOW ELEVATION 5037.9)	2,080 SF, 0.048 AC±
LOT 9	35,950 SF, 0.825 AC±
LOT 10	15,476 SF, 0.355 AC±
LOT 14A	20,958 SF, 0.481 AC±
LOT 14B	15,745 SF, 0.361 AC±
LOT 20	7,312 SF, 0.168 AC±
LOT 20 (ABOVE ELEVATION 5037.9)	5,049 SF, 0.116 AC±
LOT 20 (BELOW ELEVATION 5043.3)	320 SF, 0.007 AC±
LOT 21	11,003 SF, 0.253 AC±
LOT 22	12,344 SF, 0.283 AC±
TRACT J	856,911 SF, 19.672 AC±
TRACT J (BELOW ELEVATION 5037.9)	2,969 SF, 0.068 AC±

AREA TOTALS PER OWNERSHIP

FOOTHILLS METROPOLITAN DISTRICT	1,493,402 SF, 34.29 AC±
WALTON FOOTHILLS HOLDINGS VI LLC	1,333,935 SF, 30.62 AC±
CITY OF FORT COLLINS	12,681 SF, 0.29 AC±
FMFPE LLC	519,551 SF, 11.93 AC±
300 FOOTHILLS LLC	45,982 SF, 1.06 AC±

NOTES:

- OWNERSHIP INFORMATION WAS OBTAINED FROM LARIMER COUNTY ASSESSORS WEBSITE ON 02/09/2021.
- TRACT L, M, AND N DIDN'T INDICATE ANY OWNERSHIP ON THE ASSESSORS WEBSITE. FOR THE PURPOSES OF THIS EXHIBIT WE INDICATED OWNERSHIP OF TRACTS L, M, AND N PER QUIT CLAIM DEED RECORDED AT RECEPTION NO. 20200085675.

Scale: 1"=60' U.S. SURVEY FEET

Farnsworth GROUP
 3013 DTC PARKWAY, SUITE 1100
 GREENWOOD VILLAGE, COLORADO 80111
 303.692.8838 / info@fng.com
 www.fng.com

Drawn: JAN Date: 02/10/2021 Book No.: - Sheet No: 1 OF 1
 Field: - Checked: DD Project No.:

REV 2: 2021.02.15
 REV 1: 2021.02.12

FOOTHILLS MALL OWNERSHIP EXHIBIT

Certificate Of Completion

Envelope Id: 780B3D1FC2EA41C6896F75EFB298AC9D

Status: Completed

Subject: Please DocuSign: EDI Metro (002).pdf

Client Name: Foothills MD

Client Number: 011-044245-OS01-2022

Source Envelope:

Document Pages: 22

Signatures: 2

Certificate Pages: 5

Initials: 0

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Sandy Brandenburger

220 S 6th St Ste 300

Minneapolis, MN 55402-1418

Sandy.Brandenburger@claconnect.com

IP Address: 71.229.164.46

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Holder: Sandy Brandenburger

Sandy.Brandenburger@claconnect.com

Location: DocuSign

Signer Events

Chasen Geister

CGeister@environmentaldesigns.net

North Branch Manager

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:
Chasen Geister
9E6C4A42E7F24D3...

Signature Adoption: Pre-selected Style

Using IP Address: 65.152.252.226

Timestamp

Sent: 9/22/2022 12:25:27 PM

Viewed: 9/22/2022 3:57:00 PM

Signed: 9/22/2022 3:57:36 PM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2022 3:57:00 PM

ID: 73f083ac-aa89-46d2-9015-4eb282fda932

Rishi Loona

rishi.loona@mcwhinney.com

VP of Capital Markets

Security Level: Email, Account Authentication (None)

DocuSigned by:
Rishi Loona
CBEEDEBFFDF4E3...

Signature Adoption: Pre-selected Style

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Sent: 9/22/2022 12:25:27 PM

Viewed: 9/22/2022 1:26:22 PM

Signed: 9/22/2022 1:27:15 PM

Electronic Record and Signature Disclosure:

Accepted: 9/22/2022 1:26:22 PM

ID: 653fd6e7-634c-424b-b069-ff328570137c

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/22/2022 12:25:27 PM
Certified Delivered	Security Checked	9/22/2022 1:26:22 PM
Signing Complete	Security Checked	9/22/2022 1:27:15 PM
Completed	Security Checked	9/22/2022 3:57:36 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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

Getting paper copies

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

Withdrawing your consent

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

Consequences of changing your mind

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

All notices and disclosures will be sent to you electronically

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

How to contact CliftonLarsonAllen LLP:

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

To contact us by email send messages to: BusinessTechnology@CLAconnect.com

To advise CliftonLarsonAllen LLP of your new email address

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

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

To request paper copies from CliftonLarsonAllen LLP

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

To withdraw your consent with CliftonLarsonAllen LLP

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

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

Required hardware and software

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

Acknowledging your access and consent to receive and sign documents electronically

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

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

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

DISTRICT SERVICE AGREEMENT

THIS DISTRICT SERVICE AGREEMENT (“Agreement”) is made and entered into on this 1st day of July, 2022, by and between Foothills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and Environmental Designs, Inc. (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor’s proposal/quote

attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** June 30, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on July 1, 2022 and shall terminate by September 30, 2022. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District:

Foothills Metropolitan District
c/o CliftonLarsonAllen
Attention: Denise Denslow
8990 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Email: denise.denslow@CLAconnect.com

If to Contractor: Environmental Designs, Inc
Attn: Michael Hoefler
12511 E. 112th Avenue
Henderson, CO 80640
Email: mhoefler@environmentaldesigns.net

7. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

8. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

Rishi Loona

DocuSigned by:
CBEED8BFFDF84E3...

By: Rishi Loona
Its: President

CONTRACTOR:

Environmental Designs, Inc.

Michael Hofer

DocuSigned by:
D9678F425135432...

By: Michael Hofer
Its: _____

EXHIBIT A

SCOPE OF SERVICE AND CONTRACTOR'S QUOTE

EXHIBIT A Scope of Services (the "Work") Median Enhancements

The Client and the Contractor agree that the scope for the "Work" included in this Agreement is as follows:

Rock Medians

EDI will provide the following based on 2022 Enhancement.

EDI will remove up to 3 inches of Dirt/Mulch/Debris in the median beds that run in between Cycle Apartments along E Monroe and Stanford.

EDI will lay all new weed barrier fabric in these areas.

EDI will lay up to 3" of 1-1.5" grey river rock in both median beds.

Description	Quantity	Unit	Unit Price	Price
Mobilization - Daily	4.00	EA	190.00	760.00
Prep - Remove Dirt (up to 3")	5.000.00	SF	0.44	2.219.29
Prep - Construction Debris Disposal - Dump Trailer (NO WASTE)	2.00	EA	162.50	325.00
River Rock - Western/Grey 1-1.5 - Delivery Included	5.000.00	SF	2.57	12.859.29
Group Total				\$16,163.58

_____ By initialing here, the Client agrees to have the services in this group performed as part of this Agreement. If all groups are not accepted by the Client, then the final price of this Agreement shall be adjusted accordingly.

Agreement Total **\$16,163.58**

WINTER WATERING

Evidenced by checking the appropriate box and signature below, the Client agrees to have the Contractor Winter Water all plant material and sod included in this agreement. Winter Watering services will be invoiced at \$85.00 per hour plus one way travel to the site with a one hour minimum each visit. The Client has been informed that if Winter Watering services are declined then all warranties on plant material and sod will be considered waived, voided,

- By Checking this box, Client Declines having Winter Watering Services Performed by the Contractor.
- By Checking this box and Signing Below, Client Agrees to have Winter Watering Services performed by the Contractor.

DocuSigned by:

Rishi Loona

GBEEEB8FF8F84E3...

Client: _____ Date: 9/14/2022

DISTRICT SERVICE AGREEMENT

THIS DISTRICT SERVICE AGREEMENT (“Agreement”) is made and entered into on this 1st day of July, 2022, by and between Foothills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and Federal Cleaning Contractors, Inc. (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor’s proposal/quote

attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** July 1, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on July 1, 2022 and shall terminate by December 31, 2022. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District:

Foothills Metropolitan District
c/o CliftonLarsonAllen
Attention: Denise Denslow
8990 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Email: denise.denslow@CLAconnect.com

If to Contractor: Federal Cleaning Contractors, Inc.
Attn: Luis Aguilar, Senior Vice President
2907 Meade Avenue
Las Vegas, NV 89102
Email: laguilar@escfederal.com

7. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

8. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

DocuSigned by:
Rishi Loona
CBEED8BFFDE84E3

By: Rishi Loona
Its: President

CONTRACTOR:

Federal Cleaning Contractors, Inc.

DocuSigned by:
Stephen E. Kulp
F152DE3668874C8...

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICE AND CONTRACTOR'S QUOTE

Porter Scope of Work

- Remove Debris from Planters
- Spot Clean all outdoor furniture
- Empty and Clean outdoor Trash cans
- Clean Trash Enclosures
- Pick up any Debris on Ground
- Keep Outdoor common areas clean and clear of debris
- Use Leaf Blower to clear sidewalks and East Lawn Area as needed
- Keep Sidewalks surrounding mall and college clean and free of debris
- Other tasks as assigned by Management



July 15th, 2022

Patrick Bunyard
Senior General Manager – Foothills

Re: Pricing for Metro effective 7/1/2022 & 1/1/2023

Dear Patrick

Thank you for the opportunity to present you with our Pricing for Janitorial Services for the “Metro” Area of Foothills Mall, to be effective July 1st and the proposed increase for January 1st, 2023.

Foothills Mall 7.1.2022	
	Monthly Pricing
Metro	\$ 4,325.80

Foothills Mall 1.1.2023	
	Monthly Pricing
Metro	\$ 4,504.24

Pricing includes:

- Labor & Supervision
- Cleaning Supplies, equipment, and Tools
- Insurances & Taxes
- No changes in Scope of Work

Please contact me should you have any questions or comments.

Respectfully,

Luis A. Aguilar
Senior Vice President

DISTRICT SERVICE AGREEMENT

THIS DISTRICT SERVICE AGREEMENT (“Agreement”) is made and entered into on this 1st day of January, 2023, by and between Foothills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and Federal Cleaning Contractors, Inc. (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor’s proposal/quote

attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** July 1, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on January 1, 2023 and shall terminate by December 31, 2023. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District:

Foothills Metropolitan District
c/o CliftonLarsonAllen
Attention: Denise Denslow
8990 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Email: denise.denslow@CLAconnect.com

If to Contractor: Federal Cleaning Contractors, Inc.
Attn: Luis Aguilar, Senior Vice President
2907 Meade Avenue
Las Vegas, NV 89102
Email: laguilar@escfederal.com

7. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

8. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

DocuSigned by:
Rishi Loona
CBEED8BFEDF84E3

By: Rishi Loona
Its: President

CONTRACTOR:

Federal Cleaning Contractors, Inc.

DocuSigned by:
Stephen E. Kulp
F152DE3668874C8...

By: _____
Its: _____

EXHIBIT A

SCOPE OF SERVICE AND CONTRACTOR'S QUOTE

Porter Scope of Work

- Remove Debris from Planters
- Spot Clean all outdoor furniture
- Empty and Clean outdoor Trash cans
- Clean Trash Enclosures
- Pick up any Debris on Ground
- Keep Outdoor common areas clean and clear of debris
- Use Leaf Blower to clear sidewalks and East Lawn Area as needed
- Keep Sidewalks surrounding mall and college clean and free of debris
- Other tasks as assigned by Management



July 15th, 2022

Patrick Bunyard
Senior General Manager – Foothills

Re: Pricing for Metro effective 7/1/2022 & 1/1/2023

Dear Patrick

Thank you for the opportunity to present you with our Pricing for Janitorial Services for the “Metro” Area of Foothills Mall, to be effective July 1st and the proposed increase for January 1st, 2023.

Foothills Mall 7.1.2022	
	Monthly Pricing
Metro	\$ 4,325.80

Foothills Mall 1.1.2023	
	Monthly Pricing
Metro	\$ 4,504.24

Pricing includes:

- Labor & Supervision
- Cleaning Supplies, equipment, and Tools
- Insurances & Taxes
- No changes in Scope of Work

Please contact me should you have any questions or comments.

Respectfully,

Luis A. Aguilar
Senior Vice President

DISTRICT SERVICE AGREEMENT

THIS DISTRICT SERVICE AGREEMENT (“Agreement”) is made and entered into on this 1st day of July, 2022, by and between Foothills Metropolitan District, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and All Sweep, Inc. (“Contractor”), collectively the “Parties”.

RECITALS

WHEREAS, the District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities, improvements, and infrastructure in accordance with its approved service plan; and

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

WHEREAS, the District desires to procure certain operational and/or maintenance services, for certain District facilities, improvements and infrastructure; and

WHEREAS, Contractor has experience and resources to provide such services and is willing and able to provide such services to the District for reasonable consideration; and

WHEREAS, the District desires to engage Contractor to render such services as needed by the District; and

WHEREAS, the Parties desire to enter into this Agreement to establish the terms and conditions by which Contractor shall provide such services to the District.

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

AGREEMENT

1. Scope of Services. Contractor shall perform such services for the District as outlined in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference (“Services”). Contractor shall, at its own expense, provide all Services in a good and workmanlike manner and in accordance with any and all approved plans, documents, and specifications described in Contractor’s proposal to provide such Services to the District; furnish, or cause to be furnished, all labor, materials, equipment, permits and accessories, as necessary, to provide such Services; and take all precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required by Paragraph 3 of this Agreement.

2. Compensation. The District hereby agrees to pay to Contractor the amounts required for the completed Services at the unit prices set forth in Contractor’s proposal/quote

attached hereto as Exhibit A. It is specifically understood and agreed that **Contractor's quotation dated** June 10, 2022, and attached hereto as Exhibit A, with the Scope of Services to be performed hereunder, are each and all included in and made a part of this Agreement.

a. Invoices. Invoicing shall be done on a monthly basis reflecting completed and accepted work done on a progress of completion basis. Invoices shall be submitted to the District by the 5th of the month for work completed in the preceding month. The invoices will be reviewed for accuracy and processed for payment.

b. Inspection of Services. The District reserves the right to inspect all services completed and invoiced for payment to ensure services have been provided in accordance with this Agreement. In the event inspected services are not accepted for payment by the District, the District shall notify Contractor in writing that Contractor is in default and has two (2) days to cure said default. The District shall be entitled to pursue all remedies provided by law and in equity if Contractor fails to cure the default.

3. Insurance.

A. Minimum Scope and Limits of Insurance. Contractor shall acquire and maintain in full force and effect during the entire term of this Agreement, and at its sole cost and expense, including any extensions of this Agreement, the minimum insurance coverages and limits set forth in this Paragraph 3.A., to provide protection from claims that may arise out of or result from Contractor's performance or obligations pursuant to this Agreement, whether such performance is by Contractor, by anyone directly or indirectly employed by Contractor, or by anyone who acts on behalf of Contractor, including any subcontractors of Contractor. The minimum insurance coverages and limits to be acquired by Contractor are as follows:

(1) Commercial General Liability Insurance:

General Aggregate	\$ 2,000,000
Products and Completed Operations	\$ 1,000,000
Personal and Advertising Injury	\$ 1,000,000
Each Occurrence	\$ 1,000,000
Damage to Rented Premises	\$ 100,000
Medical Expenses (Any one person)	\$ 5,000

(2) Comprehensive Automobile Liability Insurance shall include all motor vehicles owned, hired, leased, or borrowed, with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence.

(3) Workmen's Compensation and Employer Liability Insurance

Worker's Compensation	Per Colorado Statutes
Employers' Liability	\$ 1,000,000 each accident

All policies listed herein shall be on an occurrence basis.

B. Waiver of Subrogation. All coverages specified herein shall waive any right of subrogation against the District and its directors, officers, employees, and agents.

C. Additional Insured Parties. The District shall be named as an additional insured on all policies (with the exception of workers' compensation insurance). Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available insurance sources.

D. Certificates of Insurance. Contractor shall provide to the District certificates of insurance showing the insurance coverages and required endorsements described above, prior to performing any Services pursuant to this Agreement.

4. Term. The term of this Agreement shall commence on July 1, 2022 and shall terminate by December 31, 2022. Funding for this Agreement shall be subject to annual appropriations by the District as provided in Paragraph 8 herein.

5. Termination. The District shall have the right to terminate this Agreement, with or without cause, at any time, by providing written notice to Contractor of such termination and specifying the effective date of termination. Contractor may terminate this Agreement, with cause, by delivery of written notice of termination to the District at least thirty (30) days prior to the effective date of termination. Contractor shall stop rendering services pursuant to this Agreement upon the effective date of termination. Contractor shall be entitled to receive compensation in accordance with Paragraph 2 of this Agreement for any satisfactory work completed pursuant to the terms of this Agreement through the effective date of termination. Upon termination and payment of all amounts owed to Contractor, Contractor shall deliver to the District all work product, as described in Paragraph 7 hereof.

6. Notice. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; sent by electronic mail, delivery receipt requested; or sent by a nationally recognized receipted overnight delivery service for earliest delivery the next day. Any such notice shall be deemed to have been given as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit in the United States mail, postage prepaid; when by electronic mail, on the day sent if sent on a day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next day at 9 a.m.; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for mailing, transmitting, or delivering notices shall be as follows:

If to the District:

Foothills Metropolitan District
 c/o CliftonLarsonAllen
 Attention: Denise Denslow
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111
 Email: denise.denslow@CLAconnect.com

If to Contractor: All Sweep, Inc.
Attn: Sherry Lincoln
1131 W. 5th Street
Loveland, CO 80537
Email: Sherry@allsweep.net

7. Instruments of Service. For purposes of this Agreement, Instruments of Service includes the following: any and all finished or unfinished design, development and/or construction documents, if any, drawings, reports, writings, data, studies, graphics, maps, plans, specifications, electronic files and other documents, materials and information, in every form and/or format, which Contractor created, prepared and/or produced in connection with this Agreement. Contractor owns the Instruments of Service, including all associated copyrights and the right of reuse at the discretion of the Contractor. Contractor shall continue to own the Instruments of Service and all associated rights whether or not the Services are completed. The District may make and retain copies of Instruments of Service for information and reference in connection with the use of the Instruments of Service on the Services. Contractor grants the District a limited license to use the Instruments of Service on the Services, extensions of the Services, and for related uses of the District, subject to receipt by Contractor of full payment due and owing for all Services, and subject to the following limitations: (a) the District acknowledges that such Instruments of Service are not intended or represented to be suitable for use on the Services unless completed by the Contractor, or for use or reuse by the District or others on extensions of the Services, on any other project, or for any other use or purpose, without written verification or adaptation by the Contractor; (b) any such use or reuse, or any modification of the Instruments of Service, without written verification, completion, or adaptation by the Contractor, as appropriate for the specific purpose intended, will be at the District's sole risk and without liability or legal exposure to the Contractor or to its officers, directors, members, partners, agents, employees, and subconsultants; and (c) such limited license to the District shall not create any rights in third parties.

8. Subject to Annual Appropriations. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's payment obligations hereunder are subject to annual appropriations. The District has appropriated sufficient funds for this Agreement for the current fiscal year.

9. Independent Contractor. Contractor is and shall be considered an independent contractor pursuant to this Agreement. Nothing herein contained shall constitute or designate Contractor or any of its employees or agents as employees or agents of the District, nor shall Contractor be deemed or considered to be a partner of the District. Contractor shall have full power and authority to select the means, manner, and method of performing its duties pursuant to this Agreement without detailed control or direction of the District except as set forth in this Agreement. It shall be Contractor's responsibility as an independent contractor to pay any and all taxes on payments which it receives pursuant to this Agreement and to pay its own costs and expenses incurred in connection with performance of this Agreement.

10. Indemnification. Contractor shall indemnify, assume all responsibility for, and hold harmless the District and each of its directors, officers, consultants, employees, servants, agents, and authorized volunteers, from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities arising, or alleging to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of Contractor or any of its subcontractors, agents or employees, in connection with Contractor's performance, duties, and obligations pursuant to this Agreement; provided, however, that Contractor shall not be liable for any claim, loss, damage, injury or liability caused by the negligence or fault of the District or any third party under the control or supervision of the District. The obligations of the indemnifications extended by Contractor to the District under this Paragraph 10 shall survive termination or expiration of this Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its Board of Directors, officers, employees, servants, agents, or authorized volunteers, pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.

12. Modification. This Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and Contractor.

13. Assignment. No portion of the Agreement shall be sublet, assigned or otherwise disposed of by Contractor except with the written consent of the District, and such consent when given shall not be construed to relieve Contractor of any responsibility for the fulfillment of this Agreement. Any attempted assignment or transfer shall be void and shall constitute a breach of the Agreement and cause for termination of this Agreement.

14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado.

15. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

16. Attorneys' Fees. In the event that litigation is brought by either party hereto in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any terms, conditions, or provisions hereof.

17. Binding Agreement. This Agreement shall inure to and be binding upon the respective Parties hereto and their successors and permitted assigns.

18. Entire Agreement. This Agreement, including all Exhibits attached hereto, constitutes the entire Agreement between the Parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations.

(REMAINDER OF PAGE LEFT INTENTIONALLY BLANK.)

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

DISTRICT:

FOOTHILLS METROPOLITAN DISTRICT

DocuSigned by:
Risli Loona

By: _____
Its: President

CONTRACTOR:

All Sweep, Inc

DocuSigned by:
Sherry Lincoln

By: _____
Its: Owner/President

EXHIBIT A

SCOPE OF SERVICE AND CONTRACTOR'S QUOTE



All Sweep, Inc

Bid Proposal

Date: June 10, 2022

To: Foothills Metro District

Subject: Sweeping for Foothills Shopping Center

To Sweep: 1 time per week = \$2199.00/month

All sweeping includes the following:

- Sweeping of all lots and all debris will be removed from all lots.
- This does not include sweeping the parking garage.

\$130 to add roads. Initial clean up charge will be assessed.

All sweeping includes the following:

- Sweeping of all lots and all debris will be removed from all lots.
- This does not include sweeping the parking garage.

In summary, we take pride in our work which allows your property to look its best, while extending the life of your parking lot, a win-win situation.

Thank you for giving us the opportunity to provide this bid for you!

Sincerely,
Sherry Lincoln
970.567.7343-Cell/Office
sherry@allsweep.net
www.allsweep.net

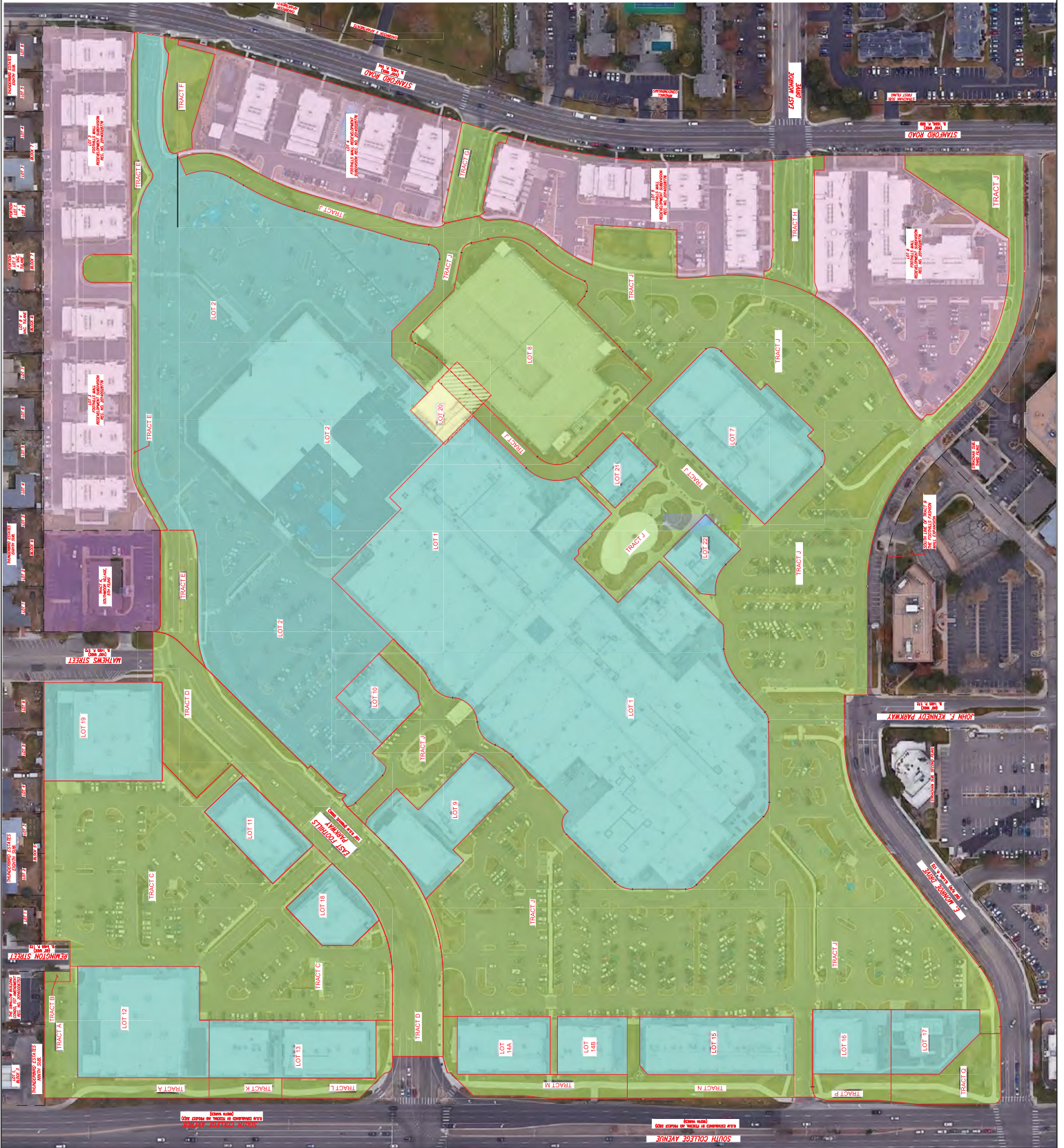
- OWNERSHIP LEGEND**
- FOOTHILLS METROPOLITAN DISTRICT
 - WALTON FOOTHILLS HOLDINGS V LLC
 - CITY OF FORT COLLINS
 - FMFE LLC
 - 300 FOOTHILLS LLC

LOT/TRACT AREA TABLE	
FOOTHILLS MALL REDEVELOPMENT SUBDIVISION	
LOTTRACT	AREA (S/F)
LOT 1	17,065 SF, 0.390 AC
LOT 2	17,365 SF, 0.399 AC
LOT 3	320 SF, 0.007 AC
LOT 4	45,389 SF, 1.042 AC
LOT 5	210,502 SF, 4.834 AC
LOT 6	13,941 SF, 0.318 AC
LOT 7	61,853 SF, 1.420 AC
LOT 8	114,052 SF, 2.618 AC
LOT 9	2,980 SF, 0.068 AC
LOT 10	35,950 SF, 0.825 AC
LOT 11	20,058 SF, 0.461 AC
LOT 12	13,745 SF, 0.313 AC
LOT 13	13,745 SF, 0.313 AC
LOT 14	7,312 SF, 0.168 AC
LOT 15	6,049 SF, 0.139 AC
LOT 16	320 SF, 0.007 AC
LOT 17	11,003 SF, 0.253 AC
LOT 18	12,344 SF, 0.283 AC
LOT 19	869,911 SF, 19.872 AC
LOT 20	2,980 SF, 0.068 AC
FOOTHILLS MALL REDEVELOPMENT SUBDIVISION FILING NO. 2	
LOT 1	408,897 SF, 9.387 AC
LOT 2	211,122 SF, 0.485 AC
LOT 3	17,365 SF, 0.390 AC
LOT 4	45,389 SF, 1.042 AC
LOT 5	210,502 SF, 4.834 AC
LOT 6	13,941 SF, 0.318 AC
LOT 7	61,853 SF, 1.420 AC
LOT 8	114,052 SF, 2.618 AC
LOT 9	2,980 SF, 0.068 AC
LOT 10	35,950 SF, 0.825 AC
LOT 11	20,058 SF, 0.461 AC
LOT 12	13,745 SF, 0.313 AC
LOT 13	13,745 SF, 0.313 AC
LOT 14	7,312 SF, 0.168 AC
LOT 15	6,049 SF, 0.139 AC
LOT 16	320 SF, 0.007 AC
LOT 17	11,003 SF, 0.253 AC
LOT 18	12,344 SF, 0.283 AC
LOT 19	869,911 SF, 19.872 AC
LOT 20	2,980 SF, 0.068 AC
FOOTHILLS MALL REDEVELOPMENT SUBDIVISION FILING NO. 3	
LOT 1	408,897 SF, 9.387 AC
LOT 2	211,122 SF, 0.485 AC
LOT 3	17,365 SF, 0.390 AC
LOT 4	45,389 SF, 1.042 AC
LOT 5	210,502 SF, 4.834 AC
LOT 6	13,941 SF, 0.318 AC
LOT 7	61,853 SF, 1.420 AC
LOT 8	114,052 SF, 2.618 AC
LOT 9	2,980 SF, 0.068 AC
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LOT 15	6,049 SF, 0.139 AC
LOT 16	320 SF, 0.007 AC
LOT 17	11,003 SF, 0.253 AC
LOT 18	12,344 SF, 0.283 AC
LOT 19	869,911 SF, 19.872 AC
LOT 20	2,980 SF, 0.068 AC

AREA TOTALS PER OWNERSHIP	
FOOTHILLS METROPOLITAN DISTRICT	1,493,402 SF, 34.29 AC
WALTON FOOTHILLS HOLDINGS V LLC	1,393,935 SF, 31.62 AC
CITY OF FORT COLLINS	12,681 SF, 0.29 AC
FMFE LLC	519,551 SF, 11.93 AC
300 FOOTHILLS LLC	45,982 SF, 1.06 AC

NOTES:
 1. OWNER COUNTY PROFESSIONALS ADVISED FROM 02/09/2021.
 2. TRACT L, M AND IDENTIFY INDICATE AREAS FOR THE PURPOSES OF THIS EXHIBIT. INDICATED CLAIMS DEEMED RECORDED AT RECEPTION 20200805675.

Farrisworth
 FOOHILLS MALL
 OWNERSHIP EXHIBIT
 Date: 02/09/2021
 Drawn: JAM
 Checked: JED
 Project No:
 Sheet No.: 1 OF 1





5883 Lockheed Ave
 Loveland, CO 80538
 970-206-0787

Date	Estimate #
------	------------

8/29/2022 2643

Billing Address
Foothills Metropolitan District 8390 E. Crescent Pkwy., Ste 300 Greenwood Village, CO 80111 Attn: Denise Denslow, District Manager

Qty	Description	Placement	Unit Price	Total
	Metro District			
	2022 Winter evergreens			
2	Legacy 1, Yucca bushes		95.00	190.00
2	Legacy 2, Yew bush evergreen		250.00	500.00
2	Legacy 3, Globe Spruce evergreen		300.00	600.00
2	Tapered Cylinder Front Entrance, Artificial Birch pole arrangement with live base foliage		500.00	1,000.00
5	Tapered Cylinder Cinemark, Artificial Birch pole arrangement with live base foliage		500.00	2,500.00
3	Tapered Cylinder Courtyard Center pot, Colorado Blue Spruce		400.00	1,200.00
2	Tapered Cylinder Courtyard Outside pots, Artificial Birch pole arrangement with live base foliage		500.00	1,000.00
4	Deco, Artificial Birch pole arrangement with live base foliage		500.00	2,000.00
6	Deco, #10 Moonglow Juniper		300.00	1,800.00
2	Telepot, By stage Topiary Evergreen		330.00	660.00
5	Telepot, #5 yellow yucca		110.00	550.00
8	Telepot, #5 Golden Cypress		85.00	680.00
1	Pine Mulch		300.00	300.00
1	Delivery and Installation		2,475.00	2,475.00
	Monthly Winter Maintenance for 45 containers: 1125.00 each winter month			

Sales Tax (7.55%)
Total

Signature

DocuSigned by:
Rishi Loona
 CBEEDEBFDF84E3...



5883 Lockheed Ave
Loveland, CO 80538
970-206-0787

Date	Estimate #
------	------------


8/29/2022 2643

Billing Address
Foothills Metropolitan District 8390 E. Crescent Pkwy., Ste 300 Greenwood Village, CO 80111 Attn: Denise Denslow, District Manager

Qty	Description	Placement	Unit Price	Total
	Estimate based on weather			

Sales Tax (7.55%)	\$0.00
Total	\$15,455.00

Signature _____

DocuSigned by:

 CBEEDEBFEDF84E3

FOOTHILLS METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
AUGUST 31, 2022

FOOTHILLS METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS

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AUGUST 31, 2022

	General	Debt Service	Capital Projects	Total
ASSETS				
Cash - Checking	\$ 69,617	\$ 153,088	\$ -	\$ 222,705
C - Safe	134,764	614,842	-	749,606
UMB - Unrestricted project fund	-	-	38,423	38,423
UMB - Bond fund	-	1,415,878	-	1,415,878
UMB - Reserve fund	-	7,315,663	-	7,315,663
UMB - Surplus fund	-	477,961	-	477,961
Accounts receivable - PIF	-	10,270	-	10,270
Accounts receivable - TIF	144,414	1,353,587	-	1,498,001
Receivable from County Treasurer	3,382	11,356	-	14,738
Prepaid insurance	450	-	-	450
TOTAL ASSETS	\$ 352,627	\$ 11,352,645	\$ 38,423	\$ 11,743,695
LIABILITIES AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 81,786	\$ -	\$ 1,722	\$ 83,508
Total Liabilities	81,786	-	1,722	83,508
FUND BALANCES				
Total Fund Balances	270,841	11,352,645	36,701	11,660,187
TOTAL LIABILITIES AND FUND BALANCES	\$ 352,627	\$ 11,352,645	\$ 38,423	\$ 11,743,695

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 EIGHT MONTHS ENDED AUGUST 31, 2022

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GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 173,096	\$ 174,901	\$ 1,805
Specific ownership tax	34,186	23,540	(10,646)
Interest income	130	1,006	876
FCURA - District Property Taxes	315,279	315,078	(201)
Other income	-	18,612	18,612
TOTAL REVENUES	<u>522,691</u>	<u>533,137</u>	<u>10,446</u>
EXPENDITURES			
Accounting	40,000	21,205	18,795
Auditing	6,500	-	6,500
County Treasurer's fee	3,462	3,473	(11)
Dues and licenses	950	737	213
Insurance and bonds	16,500	18,628	(2,128)
District management	22,000	13,378	8,622
Legal services	40,000	34,343	5,657
Miscellaneous	1,400	649	751
Collection Fee - URA	4,729	4,726	3
Engineering	-	153,341	(153,341)
Management fee	44,700	1,004	43,696
PIF Collection	30,000	9,396	20,604
Election expense	2,000	1,764	236
Repairs and maintenance	397,000	95,857	301,143
Utilities	50,000	13,680	36,320
Contingency	1,759	-	1,759
TOTAL EXPENDITURES	<u>661,000</u>	<u>372,181</u>	<u>288,819</u>
NET CHANGE IN FUND BALANCES	(138,309)	160,956	299,265
FUND BALANCES - BEGINNING	<u>154,596</u>	<u>109,885</u>	<u>(44,711)</u>
FUND BALANCES - ENDING	<u>\$ 16,287</u>	<u>\$ 270,841</u>	<u>\$ 254,554</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 EIGHT MONTHS ENDED AUGUST 31, 2022

DEBT SERVICE FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Property taxes	\$ 581,175	\$ 587,235	\$ 6,060
Specific ownership tax	114,782	79,037	(35,745)
Public improvement fees	875,000	635,516	(239,484)
Interest income	8,684	51,039	42,355
FCURA - District Property Taxes	1,058,561	1,057,884	(677)
FCURA - Property Tax Increment	1,567,369	1,887,981	320,612
Sales tax increment	500,000	523,072	23,072
TOTAL REVENUES	4,705,571	4,821,764	116,193
EXPENDITURES			
County Treasurer's fee	11,624	11,661	(37)
Collection Fee - URA	30,389	44,188	(13,799)
Bond interest	4,060,613	2,030,306	2,030,307
Paying agent fees	3,500	-	3,500
Bond principal	1,520,000	-	1,520,000
Contingency	13,874	-	13,874
TOTAL EXPENDITURES	5,640,000	2,086,155	3,553,845
NET CHANGE IN FUND BALANCES	(934,429)	2,735,609	3,670,038
FUND BALANCES - BEGINNING	9,110,606	8,617,036	(493,570)
FUND BALANCES - ENDING	\$ 8,176,177	\$ 11,352,645	\$ 3,176,468

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 EIGHT MONTHS ENDED AUGUST 31, 2022

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 110	\$ 479	\$ 369
TOTAL REVENUES	<u>110</u>	<u>479</u>	<u>369</u>
EXPENDITURES			
Capital outlay	<u>219,303</u>	<u>182,938</u>	<u>36,365</u>
TOTAL EXPENDITURES	<u>219,303</u>	<u>182,938</u>	<u>36,365</u>
NET CHANGE IN FUND BALANCES	(219,193)	(182,459)	36,734
FUND BALANCES - BEGINNING	<u>219,193</u>	<u>219,160</u>	<u>(33)</u>
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ 36,701</u>	<u>\$ 36,701</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
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.

**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

Foothills Metropolitan District
Schedule of Cash Position
August 31, 2022
Updated as of September 28, 2022

	<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 08/31/22	\$ 69,616.75	\$ 153,087.76	\$ -	\$ 222,704.51
Subsequent activity:				
9/8/2022 FCURA Receipt	1,469.55	19,809.67	-	21,279.22
<i>Anticipated Vouchers Payable - Bill.com</i>	<i>(73,046.13)</i>	-	<i>(1,722.08)</i>	<i>(74,768.21)</i>
<i>Anticipated Transfer from CSAFE</i>	<i>10,000.00</i>	-	-	<i>10,000.00</i>
<i>Anticipated Transfer to Revenue Fund</i>	-	<i>(172,897.43)</i>	-	<i>(172,897.43)</i>
<i>Anticipated Transfer from UMB - Requisition #44</i>	-	-	<i>1,722.08</i>	<i>1,722.08</i>
<i>Anticipated balance</i>	<u>8,040.17</u>	<u>-</u>	<u>-</u>	<u>8,040.17</u>
<u>CSAFE</u>				
Balance as of 08/31/22	134,763.51	614,842.24	-	749,605.75
Subsequent activity:				
9/2/2022 PIF	-	46,493.21	-	46,493.21
9/9/2022 Property/SO Taxes (August)	3,382.33	11,356.28	-	14,738.61
9/19/2022 PIF	-	4,636.49	-	4,636.49
9/20/2022 PIF	-	5,433.26	-	5,433.26
9/27/2022 PIF	-	46,227.07	-	46,227.07
<i>Anticipated Transfer to 1st bank</i>	<i>(10,000.00)</i>	-	-	<i>(10,000.00)</i>
<i>Anticipated Transfer to Bond Fund</i>	-	<i>(728,988.55)</i>	-	<i>(728,988.55)</i>
<i>Anticipated balance</i>	<u>128,145.84</u>	<u>-</u>	<u>-</u>	<u>128,145.84</u>
<u>UMB - Bond Fund - 142301.1</u>				
Balance as of 08/31/22	-	1,415,877.75	-	1,415,877.75
Subsequent activity:				
<i>Anticipated transfer from Csafe</i>	-	728,988.55	-	728,988.55
<i>Anticipated balance</i>	<u>-</u>	<u>2,144,866.30</u>	<u>-</u>	<u>2,144,866.30</u>
<u>UMB - Reserve Fund - 142301.2</u>				
Balance as of 08/31/22	-	7,315,663.03	-	7,315,663.03
Subsequent activity:				
<i>Anticipated transfer from 1st Bank</i>	-	<i>172,897.43</i>	-	<i>172,897.43</i>
<i>Anticipated balance</i>	<u>-</u>	<u>7,488,560.46</u>	<u>-</u>	<u>7,488,560.46</u>
<u>UMB - Surplus Fund - 142301.3</u>				
Balance as of 08/31/22	-	477,960.75	-	477,960.75
Subsequent activity:				
<i>Anticipated balance</i>	<u>-</u>	<u>477,960.75</u>	<u>-</u>	<u>477,960.75</u>
<u>UMB - Unrestricted Project Fund - 142301.5</u>				
Balance as of 08/31/22	-	-	38,422.53	38,422.53
Subsequent activity:				
<i>Anticipated Transfer to 1st Bank - Requisition #44</i>	-	-	<i>(1,722.08)</i>	<i>(1,722.08)</i>
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>36,700.45</u>	<u>36,700.45</u>
<u>Total Anticipated Balance</u>	<u>\$ 136,186.01</u>	<u>\$ 10,284,284.94</u>	<u>\$ 36,700.45</u>	<u>\$ 10,457,171.40</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
2022

	Current Year								Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Interest Owed to County	Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
									Monthly	Y-T-D		Monthly	Y-T-D
Beg Balance							-						
January	\$ 2,727.67	\$ (1,762.26)	\$ 13,118.40	\$ -	\$ -	\$ (19.31)	\$ -	\$ 14,064.50	0.13%	0.13%	-	0.03%	0.03%
February	354,993.95	-	11,888.63	-	-	(7,099.89)	-	359,782.69	47.06%	47.19%	60,652.66	13.46%	13.49%
March	6,880.73	-	13,831.06	3.56	-	(137.68)	-	20,577.67	0.91%	48.10%	395,552.89	35.43%	48.92%
April	39,794.52	-	11,233.54	-	-	(795.89)	-	50,232.17	5.28%	53.38%	44,473.80	2.62%	51.54%
May	5,674.20	6,917.85	13,042.49	9.64	-	(142.23)	-	25,501.95	1.67%	55.05%	142,881.89	11.89%	63.42%
June	345,977.03	-	10,468.14	-	-	(6,919.55)	-	349,525.62	45.87%	100.92%	376,461.98	34.28%	97.70%
July	2,600.59	-	12,587.48	52.67	-	(53.07)	-	15,187.67	0.34%	101.26%	24,033.45	0.28%	97.98%
August	32.56	(1,701.20)	16,406.99	(33.80)	-	34.06	-	14,738.61	-0.22%	101.04%	20,811.03	0.00%	97.98%
September									0.00%	101.04%	19,807.14	0.00%	97.98%
October									0.00%	101.04%	22,396.62	0.00%	97.98%
November									0.00%	101.04%	18,175.94	0.00%	97.98%
December									0.00%	101.04%	15,169.63	0.00%	97.98%
	\$ 758,681.25	\$ 3,454.39	\$ 102,576.73	\$ 32.07	\$ -	\$ (15,133.56)	\$ -	\$ 849,610.88	101.04%	101.04%	\$ 1,140,417.03	97.98%	97.98%

	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
Property Tax				
General Fund	\$ 173,096.00	22.95%	\$ 174,900.84	101.04%
Debt Service Fund	581,175.00	77.05%	587,234.80	101.04%
	<u>\$ 754,271.00</u>	<u>100.00%</u>	<u>\$ 762,135.64</u>	<u>101.04%</u>
Specific Ownership				
General Fund	\$ 34,186.00	22.95%	\$ 23,540.11	68.86%
Debt Service Fund	114,782.00	77.05%	79,036.62	68.86%
	<u>\$ 148,968.00</u>	<u>100.00%</u>	<u>\$ 102,576.73</u>	<u>68.86%</u>
Treasurer's Fees				
General Fund	\$ 3,462.00	22.95%	\$ 3,472.97	100.32%
Debt Service Fund	11,624.00	77.05%	11,660.59	100.31%
	<u>\$ 15,086.00</u>	<u>100.00%</u>	<u>\$ 15,133.56</u>	<u>100.32%</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
2022**

	FCURA Property Taxes	FCURA Property Tax Increment	URA Fee	Sales tax Increment	Net Amount Received
Beg Balance					
January	\$ 1,762.26	\$ 2,411.76	\$ (62.61)	\$ -	\$ 4,111.41
February	647,127.82	886,973.57	(23,011.58)	147,988.00	1,659,077.81
March	12,560.13	17,204.71	(446.47)	160,345.00	189,663.37
April	72,641.18	99,448.14	(2,581.35)	214,739.00	384,246.97
May	6,501.14	15,102.13	(324.05)	-	21,279.22
June	630,668.27	864,430.53	(22,426.54)	-	1,472,672.26
July	-	-	-	-	-
August	1,701.20	2,409.79	(61.67)	-	4,049.32
September					
October					
November					
December					
	\$ 1,372,962.00	\$ 1,887,980.63	\$ (48,914.26)	\$ 523,072.00	\$ 3,735,100.37

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 08/31/22

Summary of 2022 PIF Revenues					
1/1/22-12/31/22 Sales					
<u>Month of Sale</u>	<u>Total Revenue - 2022</u>		<u>Total Revenue - 2021</u>		<u>% Change</u>
January	\$	63,979.88	\$	61,970.50	3.24%
February		66,351.34		60,302.95	10.03%
March		90,343.08		83,974.87	7.58%
April		84,549.76		79,893.93	5.83%
May		92,422.52		85,370.83	8.26%
June		98,808.87		90,027.12	9.75%
July		91,036.48		86,249.20	5.55%
August		48,023.79		94,331.83	-49.09%
September				53,270.47	
October				83,736.20	
November				75,934.03	
December				116,335.13	
	<u>\$</u>	<u>635,515.72</u>	<u>\$</u>	<u>971,397.06</u>	
Budget 2022	\$	875,000.00			

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.



OFFICE OF THE STATE AUDITOR - LOCAL GOVERNMENT AUDIT DIVISION

KERRI L. HUNTER, CPA STATE AUDITOR

Request for Extension of Time to File Audit for Year End December 31, 2021 ONLY

If someone other than an elected board member submitted an extension request, this form should be signed by a member of the elected governing body and submitted with the audit by September 30, 2022.

Requests may be submitted via internet portal: <https://apps.leg.co.gov/osa/lg>.

Government Name:	<u>Foothills Metropolitan District</u>
Name of Contact:	<u>Carrie Bartow</u>
Address:	<u>121 S Tejon Street #1100</u>
City/Zip Code:	<u>Colorado Springs, CO 80903</u>
Phone Number:	<u>719-635-0330</u>
Fax Number:	<u>303-779-0348</u>
E-mail:	<u>Carrie.Bartow @clacconnect.com</u>
Fiscal Year Ending (mm/dd/yyyy):	<u>12/31/2021</u>
Amount of Time Requested (in days): (Not to exceed 60 calendar days)	<u>60 days</u> Audit Due: <u>September 30, 2022</u>
Comments (optional):	<u></u>

I understand that if the audit is not submitted within the approved extension of time, the government named in the extension request will be considered in default without further notice, and the State Auditor shall take further action as prescribed by Section 29-1-606(5)(b), C.R.S.

Must be signed by a member of the governing board.

Signature

Rishi Loona

Printed Name:

Rishi Loona

Title:

President

Date:

7/20/2022

**FOOTHILLS METROPOLITAN DISTRICT
Larimer County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2021

**FOOTHILLS METROPOLITAN DISTRICT
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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

**FOOTHILLS METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2021**

	<u>Governmental Activities</u>
ASSETS	
Cash and Investments	\$ 310,542
Cash and Investments - Restricted	8,608,639
Accounts Receivable	230,918
Prepaid Expenses	450
Receivable from County Treasurer	15,169
Property Taxes Receivable	754,271
Capital Assets, Net	<u>43,035,430</u>
Total Assets	<u>52,955,419</u>
LIABILITIES	
Accounts Payable	219,638
Accrued Interest Payable	338,384
Noncurrent Liabilities:	
Due Within One Year	1,520,000
Due in More Than One Year	<u>68,572,337</u>
Total Liabilities	<u>70,650,359</u>
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax Revenue	<u>754,271</u>
Total Deferred Inflows of Resources	<u>754,271</u>
NET POSITION	
Net Investment in Capital Assets	(14,047,559)
Restricted for:	
Emergency Reserves	16,000
Debt Service	983,653
Unrestricted	<u>(5,401,305)</u>
Total Net Position	<u><u>\$ (18,449,211)</u></u>

See accompanying Notes to Basic Financial Statements.

(1)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 3,066,863	\$ -	\$ -	\$ -	\$ (3,066,863)
Interest and Related Costs on Long-Term Debt	4,277,770	-	-	-	(4,277,770)
Dedication of Capital Assets to Other Entity	4,800,000	-	-	-	(4,800,000)
	<u>\$ 12,144,633</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>(12,144,633)</u>
GENERAL REVENUES					
Property Taxes					1,042,305
Specific Ownership					228,449
Public Improvement Fees					971,397
Property Tax Increment					3,808,401
Sales Tax Increment					138,681
Net Investment Income					6,328
Total General Revenues					<u>6,195,561</u>
CHANGE IN NET POSITION					(5,949,072)
Net Position - Beginning of Year					<u>(12,500,139)</u>
NET POSITION - END OF YEAR					<u>\$ (18,449,211)</u>

See accompanying Notes to Basic Financial Statements.

(2)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2021**

ASSETS	General	Debt Service	Capital Projects	Total Governmental Funds
Cash and Investments	\$ 310,542	\$ -	\$ -	\$ 310,542
Cash and Investments - Restricted	16,000	8,373,479	219,160	8,608,639
Accounts Receivable - PIF	-	92,237	-	92,237
Accounts Receivable - TIF	-	138,681	-	138,681
Prepaid Expenses	450	-	-	450
Receivable from County Treasurer	2,528	12,641	-	15,169
Property Taxes Receivable	173,096	581,175	-	754,271
Total Assets	\$ 502,616	\$ 9,198,213	\$ 219,160	\$ 9,919,989
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
LIABILITIES				
Accounts Payable	\$ 219,638	\$ -	\$ -	\$ 219,638
Total Liabilities	219,638	-	-	219,638
DEFERRED INFLOWS OF RESOURCES				
Deferred Property Tax Revenue	173,096	581,175	-	754,271
Total Deferred Inflows of Resources	173,096	581,175	-	754,271
FUND BALANCES				
Nonspendable:				
Prepaid Expenses	450	-	-	450
Restricted for:				
Emergency Reserve	16,000	-	-	16,000
Debt Service	-	8,617,038	-	8,617,038
Capital Projects	-	-	219,160	219,160
Assigned to:				
Subsequent Year's Expenditures	93,432	-	-	93,432
Unassigned	-	-	-	-
Total Fund Balances	109,882	8,617,038	219,160	8,946,080
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 502,616	\$ 9,198,213	\$ 219,160	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital Assets, Net	43,035,430
---------------------	------------

Long-term liabilities, including bonds payable, are not due and payable in the current period and, therefore, are not reported in the funds.

Bonds Payable	(69,010,000)
Developer Advance Payable	(630,401)
Developer Advance Interest Payable	(451,936)
Accrued Interest on Bonds Payable	(338,384)

Net Position of Governmental Activities	\$ (18,449,211)
---	-----------------

See accompanying Notes to Basic Financial Statements.

(3)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2021**

	General	Debt Service	Capital Projects	Total Governmental Funds
REVENUES				
Property Taxes	\$ 173,709	\$ 868,596	\$ -	\$ 1,042,305
Specific Ownership Taxes	38,073	190,376	-	228,449
Public Improvement Fees	-	971,397	-	971,397
Property Tax Increment	317,931	3,490,470	-	3,808,401
Sales Tax Increment	-	138,681	-	138,681
Net Investment Income	637	5,624	67	6,328
Total Revenues	<u>530,350</u>	<u>5,665,144</u>	<u>67</u>	<u>6,195,561</u>
EXPENDITURES				
Current:				
Accounting	28,754	-	-	28,754
Auditing	6,100	-	-	6,100
County Treasurer's Fees	3,486	17,433	-	20,919
District Management	18,196	-	-	18,196
Directors' Fees	1,000	-	-	1,000
Insurance	15,547	-	-	15,547
Legal	61,446	-	-	61,446
Miscellaneous	1,741	-	-	1,741
Dues and Membership	671	-	-	671
Property Management Contract	350,000	-	-	350,000
PIF Collection	18,031	-	-	18,031
Collection Fees - URA	4,754	-	-	4,754
Debt Service:				
Bond Principal	-	1,325,000	-	1,325,000
Bond Interest	-	4,130,175	-	4,130,175
Paying Agent / Trustee Fees	-	3,500	-	3,500
Collection Fees - URA	-	52,286	-	52,286
Total Expenditures	<u>509,726</u>	<u>5,528,394</u>	<u>-</u>	<u>6,038,120</u>
NET CHANGE IN FUND BALANCES	20,624	136,750	67	157,441
Fund Balances - Beginning of Year	<u>89,258</u>	<u>8,480,288</u>	<u>219,093</u>	<u>8,788,639</u>
FUND BALANCES - END OF YEAR	<u>\$ 109,882</u>	<u>\$ 8,617,038</u>	<u>\$ 219,160</u>	<u>\$ 8,946,080</u>

See accompanying Notes to Basic Financial Statements.

(4)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2021**

Net Change in Fund Balances - Total Governmental Funds	\$ 157,441
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>	
<p>Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation/amortization expense, the allocation of the cost of any depreciable asset over the estimated useful life of the asset. Therefore, this is the amount of capital outlay, net of depreciation/amortization, in the current period.</p>	
Depreciation Expense	(2,557,137)
Conveyance of Asset to City	(4,800,000)
<p>The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position.</p>	
Bond Principal payment	1,325,000
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p>	
Interest on Developer Advance	(80,173)
Accrued Interest on Bonds - Change in Liability	<u>5,797</u>
Change in Net Position of Governmental Activities	<u><u>\$ (5,949,072)</u></u>

See accompanying Notes to Basic Financial Statements.

(5)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 177,287	\$ 173,709	\$ (3,578)
Specific Ownership Taxes	35,058	38,073	3,015
Net Investment Income	301	637	336
Property Tax Increment	214,074	317,931	103,857
Total Revenues	<u>426,720</u>	<u>530,350</u>	<u>103,630</u>
EXPENDITURES			
Current:			
Accounting	42,000	28,754	13,246
Audit	6,200	6,100	100
County Treasurer's Fees	3,546	3,486	60
District Management	10,000	18,196	(8,196)
Directors' Fees	-	1,000	(1,000)
Dues and Membership	800	671	129
Insurance	6,500	15,547	(9,047)
Legal	30,000	61,446	(31,446)
Miscellaneous	1,000	1,741	(741)
Collection Fee - URA	3,211	4,754	(1,543)
PIF Collection	30,000	18,031	11,969
Property Management Contract	350,000	350,000	-
Repairs and Maintenance	35,000	-	35,000
Utilities	25,000	-	25,000
Contingency	7,743	-	7,743
Total Expenditures	<u>551,000</u>	<u>509,726</u>	<u>41,274</u>
NET CHANGE IN FUND BALANCE	(124,280)	20,624	144,904
Fund Balance - Beginning of Year	<u>182,801</u>	<u>89,258</u>	<u>(93,543)</u>
FUND BALANCE - END OF YEAR	<u>\$ 58,521</u>	<u>\$ 109,882</u>	<u>\$ 51,361</u>

See accompanying Notes to Basic Financial Statements.

(6)

DRAFT. NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 1 DEFINITION OF REPORTING ENTITY

Foothills Metropolitan District (the District), a quasi-municipal corporation and political subdivision of the state of Colorado was organized by order and decree of the District Court of Larimer County on January 10, 2013, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under an Amended and Restated Service Plan approved by the City of Fort Collins on May 7, 2013. The District's service area is located entirely within the City of Fort Collins, Larimer County, Colorado. The District was established for the purpose of financing and providing public improvements and related operations 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.

The District's service plan limits the mill levy for operations and maintenance to 15.000 mills. The maximum debt mill levy allowed by the service plan is 50.000 mills as adjusted for changes in the method of calculating assessed value. The Maximum Debt Mill Levy at December 31, 2021, is 50.363 mills.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District has no employees and all operations and administrative functions are contracted.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by property taxes and intergovernmental revenues.

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property taxes, specific ownership taxes, and public improvement fees. All other revenue items are considered to be measurable and available only when cash is received by the District. The District determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations are recorded when the liability is incurred or the long-term obligation is due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash and investments.

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.

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity

Net Position

For government-wide presentation purposes when both restricted and unrestricted resources are available for use, it is the government's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government's highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government's intent to be used for specific purposes, but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District's practice to use the most restrictive classification first.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress, and are not included in the calculation of net investment in capital assets.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Buildings	20 Years
Sidewalks/Hardscapes	10 Years
Furniture/Fixtures/Amenities	5 Years
Landscape/Irrigation	5 Years

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2021, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 310,542
Cash and Investments - Restricted	8,608,639
Total Cash and Investments	<u>\$ 8,919,181</u>

Cash and investments as of December 31, 2021, consist of the following:

Deposits with Financial Institutions	\$ 250,549
Investments	8,668,632
Total Cash and Investments	<u>\$ 8,919,181</u>

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Deposits with Financial Institutions

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2021, the District's cash deposits had a bank and carrying balance of \$250,549.

Investments

The District has adopted a formal investment policy which follows state statutes regarding investments.

The District generally limits its concentration of investments to those noted with an asterisk (*) below, which are believed to have minimal credit risk, minimal interest rate risk, and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado Revised Statutes limit investment maturities to five years or less unless formally approved by the Board of Directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities, and securities of the World Bank
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements and certain reverse repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- * Local government investment pools

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

As of December 31, 2021, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
Colorado Surplus Asset Fund Trust (CSAFE)	Weighted Average Under 60 Days	<u>\$ 8,668,632</u>

CSAFE

The District invested in the Colorado Surplus Asset Fund Trust (CSAFE) (the Trust), which is an investment vehicle established by state statute for local government entities to pool surplus assets. The State Securities Commissioner administers and enforces all state statutes governing the Trust. The Trust is similar to a money market fund, with each share valued at \$1.00. CSAFE may invest in U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain money market funds, and highest rated commercial paper. A designated custodial bank serves as custodian for CSAFE's portfolio pursuant to a custodian agreement. The custodian acts as safekeeping agent for CSAFE's investment portfolio and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by CSAFE. CSAFE is rated AAmmf by Fitch Ratings. CSAFE records its investments at amortized cost and the District records its investments in CSAFE at net asset value as determined by amortized cost. There are no unfunded commitments, the redemption frequency is daily, and there is no redemption notice period.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2021 follows:

	Balance - December 31, 2020	Increases	Decreases	Balance - December 31, 2021
Capital Assets, Not Being Depreciated:				
Construction in Progress	\$ 45,773,629	\$ -	\$ 45,773,629	\$ -
Total Capital Assets, Not Being Depreciated	45,773,629	-	45,773,629	-
Capital Assets, Being Depreciated:				
Furniture, Fixtures, Amenities	2,737,095	-	-	2,737,095
Buildings/Parking Structure/Streets	301,852	28,532,484	-	28,834,336
Landscape/Irrigation	2,418,113	-	-	2,418,113
Utilities	-	9,308,652	-	9,308,652
Sidewalks/Pedestrian Crossing	1,605,416	3,132,493	-	4,737,909
Total Historical Cost	7,062,476	40,973,629	-	48,036,105
Less Accumulated Depreciation/ Amortization for:				
Furniture, Fixtures, Amenities	(1,094,838)	(547,419)	-	(1,642,257)
Buildings/Parking Structure/Streets	(60,370)	(743,496)	-	(803,866)
Landscape/Irrigation	(967,246)	(483,623)	-	(1,450,869)
Utilities	-	(465,433)	-	(465,433)
Sidewalks/Pedestrian Crossing	(321,084)	(317,166)	-	(638,250)
Total Accumulated Depreciation/Amortization	(2,443,538)	(2,557,137)	-	(5,000,675)
Total Capital Assets Being Depreciated	4,618,938	38,416,492	-	43,035,430
Total Capital Assets, Net	\$ 50,392,567	\$ 38,416,492	\$ 45,773,629	\$ 43,035,430

Depreciation was expensed to general governmental activities.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2021:

	Balance - December 31, 2020	Additions	Reductions	Balance - December 31, 2021	Due Within One Year
Bonds Payable:					
Special Revenue Bonds	\$ 70,335,000	\$ -	\$ 1,325,000	\$ 69,010,000	\$ 1,520,000
Subtotal of Bonds Payable	70,335,000	-	1,325,000	69,010,000	1,520,000
Loans/Notes Payable/Direct Placements:					
Developer Advances - Capital	630,401	-	-	630,401	-
Accrued Interest on:					
Developer Advance - Capital	371,763	80,173	-	451,936	-
Subtotal of Loans/Notes Payable/Direct Placements	1,002,164	80,173	-	1,082,337	-
Total Long-Term Obligations	<u>\$ 71,337,164</u>	<u>\$ 80,173</u>	<u>\$ 1,325,000</u>	<u>\$ 70,092,337</u>	<u>\$ 1,520,000</u>

The details of the District's long-term obligations are as follows:

On October 9, 2014, the District issued \$72,950,000 in 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 5.25 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, as a whole or in multiples of \$1,000, 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

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

The District's long-term obligations will mature as follows:

<u>Year Ending December 31.</u>	Governmental Activities		
	<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
2027-2031	15,945,000	16,009,725	31,954,725
2032-2036	24,945,000	10,299,600	35,244,600
2037-2038	18,520,000	1,842,000	20,362,000
Total	<u>\$ 69,010,000</u>	<u>\$ 47,546,613</u>	<u>\$ 116,556,613</u>

Authorized Debt

On November 6, 2012, a majority of the qualified electors of the District who voted in the election authorized the issuance of indebtedness in an amount not to exceed \$1,525,000,000 at an interest rate not to exceed 18% per annum. At December 31, 2021, the District had authorized but unissued indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized on November 6, 2012	Authorization Used 2014 Bonds	Authorized but Unissued at December 31, 2021
Streets	\$ 100,000,000	\$ 43,923,195	\$ 56,076,805
Park and Recreation	100,000,000	16,822,270	83,177,730
Water	100,000,000	2,662,675	97,337,325
Sanitation	100,000,000	9,541,860	90,458,140
Transportation	100,000,000	-	100,000,000
Mosquito Control	25,000,000	-	25,000,000
Traffic/Safety Controls	100,000,000	-	100,000,000
Fire Protection	100,000,000	-	100,000,000
TV Relay	100,000,000	-	100,000,000
Security	100,000,000	-	100,000,000
Refundings	600,000,000	-	600,000,000
Total	<u>\$ 1,525,000,000</u>	<u>\$ 72,950,000</u>	<u>\$ 1,452,050,000</u>

Pursuant to the Service Plan, the District is permitted to issue bond indebtedness of up to \$180,000,000.

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

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, 2021, outstanding advances under the agreement totaled \$630,401 and accrued interest totaled \$451,936. During the year, this agreement was assigned to MXD Fort Collins, LLC.

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment capital assets, restricted, and unrestricted.

Net investment in capital assets consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvement of those assets. As of December 31, 2021, the District had the following net investment in capital assets, calculated as follows:

Net Investment in Capital Assets:	
Capital Assets, Net	\$ 40,792,567
Unspent Bond Proceeds	7,468,511
Current Portion of Long-Term Obligations	(1,359,974)
Noncurrent Portion of Long-Term Obligations	<u>(60,948,663)</u>
Net Investment in Capital Assets	<u>\$ (14,047,559)</u>

Restricted assets include net position that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation. The District had restricted net position as of December 31, 2021, as follows:

Restricted Net Position:	
Emergency Reserves	\$ 16,000
Debt Service	983,653
Total Restricted Net Position	<u>\$ 999,653</u>

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 6 NET POSITION (CONTINUED)

The District has a deficit in unrestricted net position. This deficit amount was a result of the District being responsible for the repayment of bonds issued for public improvements which have been conveyed to other governmental entities and will be removed from the District's financial records when construction is completed.

NOTE 7 RELATED PARTY

During the year the Developer of the property which constitutes the District changed to McWhinney Real Estate Company, LLC from Walton Foothills Holdings VI, LLC. The members of the Board of Directors are employees, owners or are otherwise associated with the Developer and its affiliates and may have conflicts of interest in dealing with the District.

Pursuant to the Management Agreement, the District paid \$145,833 to Walton Foothills Holdings, VI, LLC during 2021. The District had a payable to MXD Fort Collins, LLC as of December 31, 2021 in the amount of \$204,167. See Note 8.

NOTE 8 AGREEMENTS

Tri-Party Agreement

On September 2, 2014, the District entered into a tri-party agreement with the City of Fort Collins (City) and H&M Hennes & Mauritz LP (H&M). H&M is bound by the PIF declaration, as defined in the lease, which requires H&M to collect from purchasers or recipients of goods or services a public improvement fee (PIF) in an amount not to exceed one percent of the sales of such goods or services and remit such amounts to the designated collection agent. H&M requires that the District obtain the amount of H&M's sales from the City for purposes of verifying H&M's compliance with the PIF obligation.

Management Agreement

On September 12, 2018, the District entered into a Management Agreement with Walton Foothills Holdings VI, LLC, (the "Manager") to provide management, oversight and bidding of all maintenance contracts necessary to maintain the District's property, in good condition order and repair. Maintenance may include, but is not limited to, winter road maintenance, summer road maintenance and landscaping maintenance. The District will pay a Management Fee in the amount of \$350,000 annually, to be paid in semi-annual payments, to the Manager. Any unpaid Management Fees shall continue to accrue, without interest and may be paid to the Manager in future years as funds become available. This Agreement shall automatically be renewed effective as January 1 of each succeeding year, subject to annual appropriation by the District, unless earlier otherwise terminated by either Party with at least 30 days written notice. During the year, the agreement was assigned to MXD Fort Collins, LLC. This agreement will be changing in 2022.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 8 AGREEMENTS (CONTINUED)

Redevelopment and Reimbursement Agreement

On January 17, 2014, the District entered into a redevelopment and reimbursement agreement, as amended on May 12, 2014, August 18, 2014, December 31, 2015, March 28, 2016, and April 3, 2017, with Fort Collins Urban Renewal Authority (Authority), Walton Foothills Holdings VI, LLC (Developer), and the City of Fort Collins (City) wherein the Developer or District has the right to construct improvements known as the Foothills Mall (property) and desires to redevelop the property. The Developer and/or the District shall: 1) construct the project, without limitation, all eligible improvements, 2) be responsible for compliance in all respects with the Development Approvals, and 3) be responsible for payment of fees related to redevelopment of the property and construction of the project. The eligible improvements shall be financed from the net proceeds of the District Bonds. The remainder of the project shall be financed by the Developer. The project was completed in December 2017. In 2021, this agreement was assigned to the new Developer entity, MXD Fort Collins, LLC.

NOTE 9 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in the past fiscal year.

The District pays annual premiums to the Pool for liability, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

**FOOTHILLS METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2021**

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the emergency reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On November 6, 2012, District voters passed an election question to increase property taxes \$20,000,000 annually to pay the District's operational and maintenance costs, without regard to any limitations under TABOR.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits will require judicial interpretation.

NOTE 11 SUBSEQUENT EVENT

Improvement Acquisition, Advance and Reimbursement Agreement

On February 21, 2022, the District entered into an Improvement Acquisition, Advance and Reimbursement agreement with MXD Fort Collins, LLC, pursuant to which the District agrees to reimburse the Developer for certain Certified District Eligible Costs of improvements constructed by MXD, and advances made to or on behalf of the District for costs related to the construction of public improvements subject to limitations set forth in the Service Plan. The note will bear interest at a rate of 2% plus the Federal Reserve Bank Prime rate, or 6%, whichever is greater, not to exceed 8%, with a maximum principal amount of \$1,500,000. No draws have been made as of August 31, 2022.

SUPPLEMENTARY INFORMATION

**FOOTHILLS METROPOLITAN DISTRICT
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property Taxes	\$ 886,485	\$ 868,596	\$ (17,889)
Specific Ownership Taxes	175,298	190,376	15,078
Net Investment Income	22,495	5,624	(16,871)
Public Improvement Fees	850,000	971,397	121,397
Property Tax Increment	3,174,951	3,490,470	315,519
Sales Tax Increment	500,000	138,681	(361,319)
Total Revenues	<u>5,609,229</u>	<u>5,665,144</u>	<u>55,915</u>
EXPENDITURES			
Debt Service:			
County Treasurer's Fees	17,730	17,433	297
Collection Fee - URA	47,624	52,286	(4,662)
Paying Agent Fees	10,000	3,500	6,500
Bond Interest	4,130,175	4,130,175	-
Bond Principal	1,325,000	1,325,000	-
Contingency	2,471	-	2,471
Total Expenditures	<u>5,533,000</u>	<u>5,528,394</u>	<u>4,606</u>
NET CHANGE IN FUND BALANCE	76,229	136,750	60,521
Fund Balance - Beginning of Year	<u>8,971,049</u>	<u>8,480,288</u>	<u>(490,761)</u>
FUND BALANCE - END OF YEAR	<u>\$ 9,047,278</u>	<u>\$ 8,617,038</u>	<u>\$ (430,240)</u>

**FOOTHILLS METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2021**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Net Investment Income	\$ 274	\$ 67	\$ (207)
Total Revenues	<u>274</u>	<u>67</u>	<u>(207)</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 BALANCE	(219,588)	67	219,655
Fund Balance - Beginning of Year	<u>219,588</u>	<u>219,093</u>	<u>(495)</u>
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ 219,160</u>	<u>\$ 219,160</u>

OTHER INFORMATION

**FOOTHILLS METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2021**

<u>Loan, Bonds, and Interest Maturing in the Year Ending December 31,</u>	\$72,950,000 Special Revenue Bonds Series 2014 Dated October 9, 2014 Interest Rate from 5.25% to 6.00% Interest Payable June 1 and December 1 Principal Payable December 1		
	Principal	Interest	Total
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

SUPPLEMENTAL INFORMATION

Note: Assumes no redemptions, other than mandatory sinking fund redemptions, prior to maturity.
 Figures have been rounded.

**FOOTHILLS METROPOLITAN DISTRICT
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2021**

Year Ended December 31,	Prior Year Assessed Valuation for Current Year Property Tax Levy	Mills Levied			Total Property Taxes		Percentage Collected to Levied
		Operations	Debt Service	Refunds and Abatements	Levied	Collected	
2017	\$ 13,717,791	10.000	50.000	0.222	\$ 826,113	\$ 826,112	100.00
2018	15,175,707	10.018	50.092	0.000	912,212	912,212	100.00
2019	14,986,570	10.058	50.293	0.000	904,454	844,516	93.37
2020	13,091,248	10.071	50.359	7.082	883,816	632,986	71.62
2021	11,647,826	10.072	50.363	30.893	1,063,772	1,042,305	97.98
Estimated for the Year Ending December 31, 2022	\$ 11,539,720	15.000	50.363	0.000	\$ 754,271		

Note: Property taxes collected in any one year include collection of delinquent property taxes assessed in prior years, as well as reductions for property tax refunds or abatements. Information received from the County Treasurer does not permit identification of specific year of assessment.