

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

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

NOTICE OF A SPECIAL MEETING AND AGENDA

| <u>Board of Directors:</u> | <u>Office:</u> | <u>Term/Expiration:</u> |
|----------------------------|--------------------------|-------------------------|
| Michael Tamblyn | President | 2022/May 2022 |
| Mark A. Waggoner | Vice President/Treasurer | 2023/May 2023 |
| VACANT | | 2023/May 2022 |
| VACANT | | 2022/May 2022 |
| VACANT | | 2022/May 2022 |
| Ann E. Finn | Secretary | |

DATE: April 7, 2021

TIME: 4:00 p.m.

LOCATION / MANNER: *Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:*

Join Zoom Meeting

<https://us02web.zoom.us/j/82805262147?pwd=TCsxVEdnb0Y3RkkrdEVoMkI6RlFZdz09>

Meeting ID: 828 0526 2147

Passcode: 344679

Dial In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum; Approve agenda; Confirm location/manner of meeting and posting of meeting notices. Designate location for posting of 24-hour notices.

C. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Approve Minutes of the December 2, 2020 Special Meeting (enclosure).
 - Ratify approval of payment of claims for the period beginning December 1, 2020 through March 31, 2021 totaling \$248,140.47 (enclosure).
 - Ratify approval of Service Agreement for Site Lighting Services between the District and Colorado Lighting, Inc. (enclosure).
-

II. PUBLIC COMMENTS

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

III. FINANCIAL MATTERS

- A. Consider approval of 2020 Audit and authorize execution of Representations Letter (to be distributed).
-

IV. LEGAL MATTERS

- A. Review and consider approval of Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3 (to be distributed).
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- B. Discuss Confidentiality Agreement between the District and the City of Brighton.
-

- C. Discuss potential 2021 bond issuance. Authorize any necessary actions in connection therewith.
-

V. CAPITAL IMPROVEMENTS

- A. Construction Status Report for the Prairie Center Retail 3 Project.
-

VI. OPERATIONS

- A. Review and consider approval of Utility Locate Services Agreement between the District and Diversified Underground Inc. (enclosure).
-

VII. OTHER MATTERS

- A. _____
-

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 4, 2021.**

RECORD OF PROCEEDINGS

**MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 3 (the “District”)
HELD
DECEMBER 2, 2020**

A special meeting of the Board of Directors of the Prairie Center Metropolitan District No. 3 (referred to hereafter as “Board”) was convened on Wednesday, the 2nd day of December, 2020, at 4:00 P.M. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, the District Board meeting was held and properly noticed to be held via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn (via Zoom)
Mark A. Waggoner (via Zoom)

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc. (via Zoom)

Elizabeth Cortese, Esq.; McGeady Becher P.C (via Zoom)

Thuy Dam; CliftonLarsonAllen LLP (via Zoom)

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Cortese requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Cortese that all Directors’ Disclosure Statements have been filed and no additional conflicts were disclosed.

ADMINISTRATIVE MATTERS

Quorum / Meeting Location / Posting of Meeting Notices: Attorney Cortese noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s board meeting. The Board determined that, due to concerns regarding the spread of the coronavirus (COVID-19) and the benefits to the control of the

RECORD OF PROCEEDINGS

spread of the virus by limiting in-person contact, the meeting would be held via Zoom video/telephone conference without any individuals (neither District Representatives nor the General Public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be changed have been received from any taxpaying electors within the District boundaries.

Agenda: Ms. Finn distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

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

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the July 22, 2020 and October 14, 2020 Special Meetings.
- Ratify approval of payment of claims for the period beginning October 1, 2020 through November 30, 2020 totaling \$277,185.37.
- Authorize District Manager to post transparency notice on the SDA Website pursuant to Section 32-1-809, C.R.S.
- Ratify approval of Service Agreement for Concrete Repair Work between the District and Three Brothers Concrete, Inc.

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

Resolution No. 2020-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: The Board reviewed Resolution No. 2020-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on April 7, August 4, and December 1, 2021 at 4:00 p.m. at the Kacey Building, 1201 Auraria Pkwy, Denver, Colorado.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

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PUBLIC COMMENT There was no public comment.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Dam presented and reviewed the unaudited financial statements for the period ending September 30, 2020.

Following review and discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the unaudited financial statements for the period ending September 30, 2020 were accepted, as presented.

2020 Audit: The Board reviewed the proposal from Wipfli LLP to perform the 2020 Audit.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2020 Audit, for an amount not to exceed \$4,300.

2020 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. There were no comments from the public in attendance and the public hearing was closed.

Following review and discussion, Director Tamblyn moved to adopt Resolution No. 2020-12-02 to Amend the 2020 Budget, Director Waggoner seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2020-12-02 to Amend the 2020 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

2021 Budget: The President opened the public hearing to consider the proposed 2021 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2021 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

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No public comments were received, and the public hearing was closed.

Ms. Dam reviewed the estimated 2020 expenditures and the proposed 2021 expenditures. It was noted that no mill levy will be imposed.

Following discussion, the Board considered the adoption of Resolution No. 2020-12-03 to Adopt the 2021 Budget and Appropriate Sums of Money. Upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, Resolution No. 2020-12-03 was adopted, as discussed, and execution of the Certification of Budget was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2020. The District Accountant was directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2021. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

DLG-70 Mill Levy Certification: Ms. Dam discussed with the Board the DLG-70 Mill Levy Certification form.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 mill levy certification form, for certification to the Board of County Commissioners and other interested parties.

Preparation of the 2022 Budget: The Board discussed preparation of the 2022 Budget.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner, and upon vote, unanimously carried, the Board appointed CliftonLarsonAllen LLP to prepare the 2022 Budget, and directed that the 2022 Budget be the same as the 2021 Adopted Budget, unless a Board Member provides input to otherwise adjust those assumptions.

LEGAL MATTERS

Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3: Attorney Cortese discussed with the Board an Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3. The Board deferred action.

Confidentiality Agreement: Attorney Cortese reported to the Board on her conversations with Attorney Tasker regarding a possible Confidentiality

RECORD OF PROCEEDINGS

Agreement between the District and the City of Brighton concerning sales tax collections. No action was taken by the Board.

CAPITAL IMPROVEMENTS

Construction Status Report for Prairie Center Retail 3 Project: Director Tamblyn reported to the Board that retail sales are strong, but leasing has been slow on the retail side.

OPERATIONS

2021 Service Agreements: The Board reviewed Service Agreements between the District and the following Contractors:

1. Site Lighting Services (Colorado Lighting, Inc.).
2. Landscape Maintenance (Vargas Property Services, Inc.)
3. Fountain Maintenance (Pinnacle Landscape and Xeriscape, Inc.).

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Waggoner and, upon vote, unanimously carried, the Board approved the Service Agreements and/or necessary change orders between the District and the above listed contractors.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Prairie Center Metropolitan District No. 3

Check List

All Bank Accounts

December 1, 2020 - March 31, 2021

| Check Number | Check Date | Payee | Amount |
|---------------------------|------------|--------------------------------------|------------|
| Vendor Checks | | | |
| 1554 | 12/18/20 | CliftonLarsonAllen LLP | 12,319.60 |
| 1555 | 12/18/20 | CO Special Dist. Prop & Liab Pool | 8,064.00 |
| 1556 | 12/18/20 | Colorado Lighting, Inc, | 506.44 |
| 1557 | 12/18/20 | Domain Listings | 228.00 |
| 1558 | 12/18/20 | McGeady Becher, PC | 9,649.74 |
| 1559 | 12/18/20 | Prairie Management LLC | 3,000.00 |
| 1560 | 12/18/20 | Snow Pros, Inc | 17,284.95 |
| 1561 | 12/18/20 | Special District Mgmt. Services, Inc | 1,864.29 |
| 1562 | 12/18/20 | T. Charles Wilson Insurance | 1,980.00 |
| 1563 | 12/18/20 | Three Brothers Concrete, Inc | 14,012.00 |
| 1565 | 12/18/20 | Utility Notification Center of CO | 104.30 |
| 1566 | 12/18/20 | Vargas Property Service | 6,344.08 |
| 1567 | 01/18/21 | Aztec Consultants, Inc. | 400.00 |
| 1568 | 01/18/21 | CliftonLarsonAllen LLP | 11,861.55 |
| 1570 | 01/18/21 | Prairie Management LLC | 3,000.00 |
| 1571 | 01/18/21 | Snow Pros, Inc | 27,256.25 |
| 1572 | 01/18/21 | Special District Mgmt. Services, Inc | 1,626.06 |
| 1573 | 01/18/21 | Utility Notification Center of CO | 117.71 |
| 1574 | 01/18/21 | Vargas Property Service | 19,456.92 |
| 1575 | 02/18/21 | Aztec Consultants, Inc. | 300.00 |
| 1576 | 02/18/21 | CliftonLarsonAllen LLP | 8,605.13 |
| 1577 | 02/18/21 | Colorado Lighting, Inc, | 3,991.32 |
| 1578 | 02/18/21 | McGeady Becher, PC | 4,782.16 |
| 1579 | 02/18/21 | Snow Pros, Inc | 10,982.50 |
| 1580 | 02/18/21 | Special District Mgmt. Services, Inc | 1,340.19 |
| 1581 | 02/18/21 | Utility Notification Center of CO | 67.32 |
| 1582 | 02/18/21 | Vargas Property Service | 12,545.32 |
| 1583 | 03/18/21 | CliftonLarsonAllen LLP | 9,282.29 |
| 1584 | 03/18/21 | CO Special Dist. Prop & Liab Pool | 923.00 |
| 1585 | 03/18/21 | Colorado Lighting, Inc, | 137.00 |
| 1586 | 03/18/21 | McGeady Becher, PC | 1,993.21 |
| 1587 | 03/18/21 | Snow Pros, Inc | 11,282.50 |
| 1588 | 03/18/21 | Special District Association | 3,476.12 |
| 1589 | 03/18/21 | Special District Mgmt. Services, Inc | 678.68 |
| 1590 | 03/18/21 | Utility Notification Center of CO | 40.92 |
| ACH | 12/24/20 | United Power | 3,120.96 |
| ACH | 01/25/21 | United Power | 3,086.78 |
| ACH | 02/24/21 | United Power | 3,213.12 |
| ACH | 03/01/21 | CO Special Dist. Prop & Liab Pool | 26,542.00 |
| ACH | 03/23/21 | United Power | 2,674.06 |
| Vendor Check Total | | | 248,140.47 |
| Check List Total | | | 248,140.47 |

Check count = 40

SERVICE AGREEMENT FOR SITE LIGHTING SERVICES

THIS SERVICE AGREEMENT FOR SITE LIGHTING SERVICES FOR (“Agreement”) is effective as of the 1st day of January, 2021, by and between PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and COLORADO LIGHTING, INC., a Colorado corporation (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit C** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** ("Change Order").

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

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

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

III. TERM AND TERMINATION

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Prairie Center Metropolitan District No. 3
c/o Special District Management Service, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Fax: 303-987-2032
Email: afinn@sdmsi.com
Attn: Ann Finn

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Fax: (303) 592-4385
Email: mmcgeady@specialdistrictlaw.com
Attn: MaryAnn M. McGeady

To Consultant: Colorado Lighting, Inc.
1831 East 73rd Ave., Unit B
Denver, CO 80229
Phone: 303-288-3152
Fax: 303-288-1029
Email: lights@coloradolighting.com
Attn: Chris Frank

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
COLORADO LIGHTING, INC.

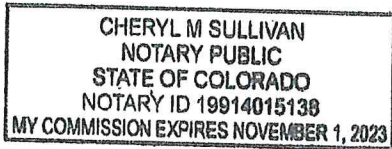
By: [Signature]
Its: General Manager

STATE OF COLORADO)
COUNTY OF Adams) ss.

The foregoing instrument was acknowledged before me this 14th day of December 2020, by Chris Frank, as General Mgr of Colorado Lighting, Inc.

Witness my hand and official seal.

My commission expires: 11/1/2023



[Signature]
Notary Public

District:
PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3

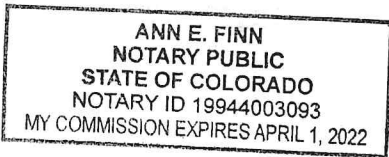
By: [Signature]
President

STATE OF COLORADO)
COUNTY OF Jefferson) ss.

The foregoing instrument was acknowledged before me this 25th day of March 2020, by Michael Tamblyn, as President of Prairie Center Metropolitan District No. 3.

Witness my hand and official seal.

My commission expires: 4/1/22



[Signature]
Notary Public

SCOPE OF SERVICES/ COMPENSATION

C O L O R A D O L I G H T I N G



COLORADO LIGHTING, INC. • 1831 EAST 73RD AVE. UNIT B • DENVER, COLORADO 80229 • 303-288-3152 • FAX 303-288-1029 • www.coloradolighting.com

LIGHTING INSPECTION AGREEMENT
EXTERIOR

Customer: Prairie Center Metro District #3
Attn: Ann Finn
Billing Address: 141 Union Blvd, Suite 150
Lakewood, CO 80228

This agreement made this ___ day of ___, 2020, by and between Colorado Lighting, Inc. (hereinafter referred to as Contractor) and Prairie Center Metro District #3 (hereinafter referred to as Customer) hereby states:

- 1. The Contractor agrees to inspect the Prairie Center Metro District #3 property located at 144th Ave. & Prairie Center, Brighton, CO 80601 in Adams County, for all wall-pack and soffit lighting, parking lot lighting and monument signage.
2. The Contractor agrees to inspect the property once per month for the fee as shown below and return during normal business hours to complete repairs on a time and materials basis. Invoices will correspond with the provided map, showing numbered locations.
3. The Contractor agrees to verify all the time clock settings and to adjust accordingly:

Table with 4 columns: Month, ON, OFF, and Time. Rows include March, April, June, August, September, October, and November with corresponding ON and OFF times.

*Adjustment for Daylight Savings/Standard Time change
*Service provided while onsite for repairs. Special circumstances to be billed T&M

- 4. Both Parties agree that this agreement does not cover warranty repairs to fixtures, poles or wiring damaged by high voltage surges, lightning, fire, strikes, accidents, government regulations or other causes unavoidable or beyond control.
5. The Customer agrees to pay the sum of \$15.00 per month for services specified herein. Modifications to property lighting configuration can affect monthly fee and is subject to change with a 30-day notice. For example: remodel or upgrade.

6. This agreement shall be in effect upon completion of the Contractor's initial repair program and shall remain in full force and effect for a period of twelve (12) months from such time and shall continue for additional like periods, with a cost-of-living increase, unless notice of termination, with cause, is given in writing by either party thirty (30) days prior to the end of the month.
7. The Contractor agrees to carry Workman's Compensation and adequate Public Liability insurance for protection of the Customer. A copy of our standard insurance certificate is available upon request. A surcharge will be applied for any additional insurance requirements.
8. There are no warranties, express or implied, between the Parties hereto except as set forth herein and shall become binding only when accepted and signed by an Officer of the Contractor.
9. All spent material will be removed from the Customer's premises for disposal. Contractor will charge a fee of \$2.50 per HID lamp, \$0.72 per four-foot fluorescent lamp, \$1.44 per eight-foot fluorescent lamp, and ballasts are based on type and weight. All records of disposal will be kept on file by Contractor.
10. The information contained in the Agreement and associated with this Agreement, including but not limited to site maps or inspection logs, is privileged and confidential and intended only for the use of the individual named on this document. Any unauthorized review, use, disclosure, or distribution is prohibited and could result in monetary damages.

Accepted:

Prairie Center Metro District #3

By:

Title:

Date:

Accepted:

Colorado Lighting, Inc.

By:

_____ *Chris Frank*

Title:

_____ General Manager

Date:

_____ November 25, 2020

EXHIBIT C
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment ("**Department**") made in the course of an investigation that the Department is undertaking, pursuant to the law.

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

EXHIBIT D
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

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

DIVERSIFIED UNDERGROUND, INC.

PO Box 460909 Aurora, CO 80046
Ph # 303-636-9999 Fax # 303-671-8728

Diversified Underground Inc. Utility Locate Services Agreement

Client: Prairie Center Metro District

Date: 10-27-2020

This Agreement is entered into by and between Diversified Underground Inc. a Colorado corporation hereinafter referred to as Company and the above mentioned Client hereinafter referred to as Client, under the provisions of Colorado law and the terms of this agreement. The terms and conditions of this Agreement and the rights and obligations of the Company and the Client shall be subject to and interpreted in accordance with the laws of the state of Colorado, and any dispute shall be litigated in the State of Colorado.

Scope of work:

Diversified Underground Inc. shall provide and furnish its own proper cost and expense all materials, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to provide services in accordance with the conditions and prices stated in the Services Agreement.

Client is a Tier One Member of The Utility Notification Center of Colorado (UNCC) and all "Request to Locate" tickets will be scheduled through UNCC. All Identifiable lines belonging to Client will be marked in a standard and normally acceptable method, as defined by UNCC and Senate Bill 00-184.

Upon receiving a Request, Diversified Underground Inc. will perform the actual locate verification within two working days. In the case of an after hours emergency request, Company will respond to locate within 2 hours or contact contractor whom called in ticket to ensure no excavation takes place prior to Company arrival.

Project Assumptions:

Parties agree that an accurate Locate will be eighteen inches (18") on either side of the mark, horizontally.

No liability will be assumed by Company for "un-locatable lines" or for "unavoidable damage." Un-locatable is defined as lines that are thought to exist but cannot be accurately located. Unavoidable damage is defined by a situation where the prints (As Builts) would not show a line might exist; however, a line does exist and is subsequently damaged.

Company will be responsible for archiving tickets from UNCC

A ticket will include all hookups and sites necessary to identify the underground facilities within the dig, area but will not exceed 1000 feet. A ticket is defined using the currently accepted guidelines as presented by UNCC

DIVERSIFIED UNDERGROUND, INC.

PO Box 460909 Aurora, CO 80046
Ph # 303-636-9999 Fax # 303-671-8728

Services and Fees:

Company will be responsible for locating the following utilities: **Irrigation Main lines**
Company shall charge the following rates for utility locates to the client:

Screened Tickets not requiring a visit to site –N/A as client will pre screen
Respond to and locate during normal business hours –\$65.00 per Ticket
Respond and locate after hours as defined by UNCC - \$195.00 Per Ticket

Services performed by Company under this Agreement will be provided in a manner consistent with Industry standards. The Company shall provide the services for the Client at the pricing shown above. Client agrees to these prices and the terms of this Agreement by signing this Agreement.

Special Notes:

Client shall provide Company with current and up to date As Built information, and provide updated information as it becomes available.

During project, Company is under the guidance and direction of client. All project related direction will come from client.

Company will provide at Clients request limited access to Company's ticket management system.

Indemnification:

The Company shall indemnify, defend and hold harmless Client and its past and present directors, officers, employees and agents from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or relating to the performance of the Work, but only to the extent caused by the intentional or negligent acts or omissions of the Company, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Client shall have the right to select legal counsel to represent it in connection with any claim, damage, loss or expense coming with this paragraph, notwithstanding the Company's obligation to pay the reasonable attorneys' fees, costs and expenses incurred by such legal counsel.

Insurance:

The Company shall at its sole expense obtain and maintain through the period this Agreement is in effect the following minimum insurance:

- a. Worker's compensation insurance in such amounts and covering all risks as provided and required by employers under Colorado law;
- b. Commercial general liability insurance covering operations under this Agreement for bodily injury or death, and real or personal property damage, not less than \$1,000,000 for each occurrence and \$1,000,000 aggregate for occurrences during the policy period, with an additional \$1,000,000 Umbrella Policy for General Liability.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned, or hired; public liability limits of not less than \$1,000,000 for one person and \$1,000,000 for each accident; property damage limit of \$1,000,000 for each accident.

The Company shall furnish Client with one or more certificates of insurance evidencing compliance with the foregoing requirements before commencing the Work, and shall warrant its continued maintenance of the foregoing insurance throughout the period this Agreement is in effect

DIVERSIFIED UNDERGROUND, INC.

PO Box 460909 Aurora, CO 80046
Ph # 303-636-9999 Fax # 303-671-8728

Term And Termination:

The term of this Agreement shall be for Two years from the date the Agreement is signed by Company and Client. Either Party may terminate this Agreement at any time for any or no reason upon 60 days prior written notice to the other Party. If either Party terminates this Agreement before the Term is completed, the Company shall be paid for the labor, materials and equipment actually provided through the date of termination.

Invoice terms:

The Company will invoice Client on a Monthly basis. Invoices must be paid by Client within 30 days of the invoice date. Invoices not paid within ten days of the due date will be considered past due and subject to a late fee of 18% per annum. Invoices subject to collection will carry charges for reasonable attorney fees, court cost, and collection fees that will become part of the total amount due.

I hereby certify that I have the authority to order the services specified in this document for the Client. The prices, Scope of work and conditions of this agreement are satisfactory and are hereby accepted. Authorization is hereby given to do the work as specified. Payment to Company will be made as stated above.

Client Company Name: _____

Client Signature: _____ Date: _____

Name (Print): _____ Title: _____

Diversified Underground Inc.

Signature: _____ Date: _____

Name (Print): _____ Title: _____