

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT (“DHP”)
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT (“CIC”) NOS. 13 & 14**

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: (303) 987-0835
Fax: (303) 987-2032

NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expires</u>
Andrew Klein		2020/May 2018
Otis Moore III		2018/May 2018
Kevin Smith		2020/May 2018
Theodore Laudick		2018/May 2018
VACANT		2020/May 2018

DATE: December 4, 2017
TIME: 10:00 A.M.
PLACE: Westside Investment Partners, Inc.
4100 East Mississippi Avenue, Suite 500
Denver, CO 80246

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda and confirm location of meeting.

C. Consider approval of Minutes from the June 29, 2017 Regular Meeting and the July 21, 2017 Special Meeting (to be distributed).

D. Discuss remaining Board vacancy.

E. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Asst. Secretary _____

Asst. Secretary _____

F. Consider regular meeting dates for 2018. Review and consider approval of Resolution No. 2017-12-01; Resolution Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24 Hour Notices (enclosure).

G. Ratify approval of Management Agreement between the Districts and Special District Management Services, Inc. for Management Services (enclosure).

H. Ratify engagement of McGeady Becher, P.C. as District General Counsel.

I. Discuss insurance coverage.

II. PUBLIC COMMENTS

A. _____

III. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims for the period ending as follows (to be distributed):

Fund	Period Ending ____, __, 2017	Period Ending ____, __, 2017
General	\$	\$
Debt Service	\$	\$
Total Claims	\$	\$

B. Review and accept Cash Position Schedule, dated _____, 2017 (to be distributed).

C. Discuss authorizing signors on checking account.

D. Consider engagement of Schilling & Company, Inc. to perform 2017 Audit for an amount not-to-exceed \$4,100 (DHP) and \$3,900 (CIC No. 14) (enclosures).

E. Ratify appointment of District Accountant to prepare the 2018 Budget.

- F. Conduct Public Hearing to consider Amendment to the 2017 Budget and (if necessary) consider adoption of Resolution to Amend the 2017 Budget.
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- G. Conduct Public Hearing on the proposed 2018 Budget and consider adoption of Resolution No. 2017-12-__ to Adopt the 2018 Budget and Appropriate Sums of Money, and Resolution No. 2017-12-__ to Set Mill Levies (for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____, for a total mill levy of _____) (enclosures – draft 2018 Budgets).
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1. If necessary, consider adoption of Resolution No. 2017-12-__, Authorizing the Adjustment of the District Mill Levy in Accordance with the Colorado Constitution, Article X, Section 3.
-

- H. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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IV. LEGAL MATTERS

- A. Acknowledge renewal of Second Amended and Restated Independent Contractor Agreement between **DHP** and Silverbluff Companies, Inc. for Construction Management Services, effective January 1, 2018.
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- B. Consider adoption of Resolution No. 2017-12-__; Resolution Calling a Regular Election for Directors on May 8, 2018, appointing the Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election). Self-Nomination forms are due by March 2, 2018. Discuss the need for ballot issues and/or questions (to be distributed).
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- C. Discuss possible district boundary changes (**CIC Nos. 13 & 14**).
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- D. Conduct Public Hearing to consider inclusion of approximately 50 acres of property owned by ACM High Point VI LLC into **CIC No. 13**. Consider adoption of Resolution No. 2017-12-__; Resolution for Inclusion of Real Property (**CIC No. 13**) (to be distributed).
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- E. Discuss status of Series 2017 Bonds and authorize any necessary actions in connection therewith (**CIC No. 14**).
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- F. Discuss status of Cost Sharing Agreement between the Districts and Aurora High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 3 & 4.
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- G. Discuss status of Drainage Easement.
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- H. Ratify approval of Waiver of Potential Conflicts of Interest with Respect to White Bear Ankele Tanaka & Waldron Professional Corporation's Engagement by Meritage Homes of Colorado, Inc. for Due Diligence Review of **DHP**, **CIC No. 13**, and **CIC No. 14** (enclosure).
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V. CONSTRUCTION MATTERS

- A. Update on construction projects (to be distributed).

1. Ratify Pay Application Nos. _____
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2. Ratify Change Order Nos. _____
-

3. Schedule site visit with consultants.
-

- B. Authorize final payment to ESCO Construction (Notice of Final Payment was published on November 7, 2017 and November 8, 2017) (**DHP**) (enclosure).
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- C. Consider approval of proposal from Manhard Consulting, Ltd. for District Engineering and Cost Verification Services and authorize preparation of Service Agreement (**DHP** and/or **CIC No. 14**) (enclosure).
-

VI. OTHER BUSINESS

- A. Discuss §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2018.
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VII. ADJOURNMENT

RESOLUTION NO. 2017-12-01

**JOINT RESOLUTION OF THE BOARDS OF DIRECTORS OF
DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO
INTERNATIONAL CENTER METROPOLITAN DISTRICT NOS. 13 & 14
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting.

C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.

D. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

E. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Boards of Directors of the Denver High Point at DIA Metropolitan District and the Colorado International Center Metropolitan District Nos. 13 & 14 of the City and County of Denver, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Boards of Directors (each the "**District Board**") have determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the Directors and consultants of the District in that they live and/or work outside the twenty (20) mile radius requirement.

3. That regular meetings of the District Board of the Denver High Point at DIA Metropolitan District and Colorado International Center Metropolitan District Nos. 13 & 14 for the year 2018 shall be held on _____, 2018 at __:__ .m., at the

offices of Westside Investment Partners, Inc., 4100 East Mississippi Avenue, Suite 500, Denver, Colorado.

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

5. That, until circumstances change and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

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

7. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

- (a) Denver High Point at DIA Metropolitan District: The center point of the District.
- (b) Colorado International Center Metropolitan District No. 13: The center point of the District.
- (c) Colorado International Center Metropolitan District No. 14: The light pole on Argonne Street near the entrance to the construction trailer at 6790 Argonne Street.

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S., at the following locations:

See attached **Exhibit A**.

9. Ted Laudick, or his/her designee, is hereby appointed to post the above-referenced notices.

[Remainder of page intentionally left blank.]

RESOLUTION APPROVED AND ADOPTED on December 4, 2017.

**DENVER HIGH POINT AT DIA
METROPOLITAN DISTRICT AND
COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NOS. 13 &
14**

By: _____
President

Attest:

Secretary

EXHIBIT A
Posting Map

MANAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into as of this 24th day of October, 2017 by and between DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT AND COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NOS. 13-14, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District") and SPECIAL DISTRICT MANAGEMENT SERVICES, INC. (the "Company").

RECITALS

WHEREAS, the District was organized and exists pursuant to the laws of the State of Colorado to provide and operate certain public-purpose facilities and improvements for the benefit of its inhabitants and taxpayers; and

WHEREAS, the District requires management services in order to competently and efficiently meet its responsibilities; and

WHEREAS, the Company has the capacity and willingness to 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 is hereby acknowledged, the parties agree as follows:

ARTICLE I APPOINTMENT OF MANAGER

1. Appointment of Manager. Effective as of October 24, 2017, the District hereby retains the Company as the District Manager, and the Company hereby agrees to serve as District Manager pursuant to the terms and conditions set forth herein.
2. Independent Contractor. In performing its services as District Manager, the Company shall be an independent contractor to the District and not an employee or agent of the District.

ARTICLE II DUTIES AND AUTHORITY

1. General Limitations and Requirements. The Company shall have the authority specified in Article II, Section 2 hereof to act for and on behalf of the District. The Company shall have no rights or authority, express 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 District's Board (the "Board") as reflected in the minutes of the Board meetings. The Company shall at all times conform to the stated policies established and approved by the Board and the scope of the Company's authority shall at all times be subject to the direction of the Board and shall keep the Board informed as to all matters concerning the services it is providing. The Company shall provide the services as 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 and/or the Company. The Company 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 as provided for herein.

2. Specific Duties and Authority. The Company shall, in general, conduct or cause to be conducted the ordinary and usual business and affairs of the District in a reasonable, prudent, and professional business manner.

The Company shall report promptly to the Board any conditions, events, or other matters which in the Company's reasonable opinion require the attention of the Board.

The Company shall provide periodic reports to the Board regarding the status of District matters and actions taken or contemplated by the Company on behalf of the District pursuant to this Agreement.

A scope of services is attached as Appendix A.

ARTICLE III COMPENSATION

For performance of services as set forth on Appendix A the Company's fees are billed monthly. The current rates at the time of execution of this Agreement are:

Basic Management Services	\$ 137.00 per hour
Regular or Special Elections	\$ 137.00 per hour
Construction/Contract Oversight	\$ 137.00 per hour
Field Work	\$ 70.00 per hour

The Board will be advised of any change in the billing rates.

There will be additional charges for out-of-pocket expenses, such as postage, facsimiles, letterhead, envelopes, printing, etc.

A one-time fee of \$500.00 is requested to set up the District's files.

Once established, if the District chooses to become inactive, a \$600 per year inactivity fee will apply.

ARTICLE IV DURATION, TERMINATION, AND DEFAULT

1. Term. The term of this Agreement shall commence October 24, 2017, and shall continue, unless sooner terminated in accordance with other provisions of this Agreement, until December 31, 2017, and shall automatically renew each January 1 for an additional calendar year until notice is given as provided below in Article IV, Section 2.

2. Termination.

a. The Company may terminate this Agreement at any time and for any reason by providing the District written notice of intent to terminate at least 90 days prior to the date of termination.

b. The Board may terminate this Agreement without cause upon 30 days written notice. The Board may terminate this Agreement immediately upon the occurrence of any default by the Company and upon written notice to the Company from the Board specifying the nature of such default. A default shall be defined as the occurrence of any of the following:

1. The Company fails to perform any of its services in the manner or within the time required herein or commits or permits a breach of or default in any of its duties, liabilities, or obligations hereunder and fails to reasonably cure or remedy such failure, breach, or default within 10 days after written notice by the District specifying the nature of such failure, breach, or default, or if such breach or default cannot reasonably be cured within 10 days, fails to commence such cure or remedy within said 10 day period or at any time thereafter fails to diligently prosecute such cure or remedy to completion.

c. Upon notice by either the Company or Board of intent to terminate the Agreement, the Company will continue to provide services pursuant to the terms of the Agreement up to and including the date of termination. During this period, the Company shall assist the District in the transition of the Company's duties and the delivery of all documents and property of the District to a contractor or employee designated by the District, at the then current hourly billing rate.

d. The Company shall retain the ability to sub-contract to an independent vendor any of the duties identified above either: (a) upon consent of the Board; or (b) in the event of an emergency. Company shall be responsible to the District for the performance of all duties performed by an independent vendor.

3. Ownership of Information and Materials. The Company shall, upon completion of its services or any sooner termination of this Agreement, and upon payment in full of all monies owed the Company, deliver to the District all written data and information generated by or for the Company in connection with the District or supplied to the Company by the District or the District's contractors or agents, and all drawings, plans, books, records, contracts, agreements, and all other documents and writing in its possession relating to its services or the District, and the District shall have the right to use the same without further compensation to the Company. Such data and information and all such documents shall at all times be the property of the District.

ARTICLE V INDEMNIFICATION AND INSURANCE

1. Indemnity. The Company hereby agrees to indemnify and hold harmless the District from claims, losses, injuries, expenses and costs related to the Company's negligent, reckless, willful or wanton acts and omissions in connection with this Agreement or related to the Company's services or work hereunder, but only within the scope of its duties or authority hereunder.

2. Insurance. The Company shall maintain, in full force and effect during the term of this Agreement, liability insurance and all required insurance for its employees, including worker's compensation insurance, in conjunction with the performance of its obligations under the terms of this Agreement. Upon execution of this Agreement, the Company agrees to provide proof of such insurance to the District.

3. Limited Assumption of Liability. To the extent permitted by law, the District expressly assumes liability for all damages resulting from any act, or failure to act, of the Company while performing duties directed by the District to the Company either under this Agreement specifically or under separate direction by the Board; provided that (a) such assumption of liability by the District is limited to only those damages resulting from events which are insurable under the District's general property and liability insurance policy, and (b) such assumption of liability is further limited to the extent that recovery for such damages is subject to all limitations imposed by the Colorado Governmental Immunity Act. The District shall defend, within the limits of the above limited assumption of liability, all such suits, actions and proceedings brought under such claims and pay all costs and expenses incidental thereto. The Company shall have the right, at its expense and in its discretion, to participate in the defense of any such suit, action, or proceeding, without relieving the District of any obligations hereunder.

This provision for limited assumption of liability does not waive the defenses or limitations on damages provided for pursuant to the Colorado Governmental Immunity Act.

ARTICLE VI
MISCELLANEOUS

1. Assignment and Subcontracts. This Agreement is personal to the Company, and the Company shall have no right, power, or authority to assign this Agreement, or any portion hereof, without prior written consent of the District.

2. Notices. All notices, requests, demands, consents and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered or sent by certified United States mail, postage prepaid, with return receipt requested, or via facsimile, addressed to the parties as follows:

DISTRICT: DENVER HIGHPOINT AT DIA
METROPOLITAN DISTRICT AND
COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT NOS. 13-14
c/o McGeady Becher PC
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1254

COMPANY: SPECIAL DISTRICT MANAGEMENT SERVICES, INC.
c/o Deborah D. McCoy, President
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228

Either party may change the address at which it receives written notice by so notifying the other party in writing in the manner provided herein.

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

SPECIAL DISTRICT MANAGEMENT
SERVICES, INC.

By Deborah D. McCoy
Deborah D. McCoy, President

DENVER HIGHPOINT AT DIA METROPOLITAN
DISTRICT AND COLORADO INTERNATIONAL
CENTER METROPOLITAN DISTRICT NOS. 13-14

By [Signature]
President

APPENDIX A

The Company, as District Manager, shall fulfill the following duties and shall have the corresponding authority on behalf of the District:

BASIC MANAGEMENT DUTIES

1. Coordinate Board meetings, prepare and distribute meeting agendas. Preparation, filing and posting of legal notices required in conjunction with the meeting.
2. Ensure meeting notices are properly and timely posted.
3. Contact Board 24 hours prior to a scheduled meeting to ensure a quorum will be present. In the event of a cancelation of a meeting, contact and advise all parties of the cancelation and any changes to the meeting date, time and place, if available.
4. Meeting packets will be distributed by U.S. Mail, email, or delivered by courier as determined by the Board.
5. Prepare for and attend regular or special meetings of the Board.
6. Draft the minutes of the meeting and circulate to the attorney for review and comment to ensure all statutory requirements have been met.
7. Make revisions, if required and finalize the minutes for Board approval.
8. Prepare and maintain a record of all Board members, consultants and vendors. Direct and oversee all service providers, consultants and employees.
9. Prepare and make statutory filings (but not judicial filings) with the various State, County, City or Town officials, as required. Coordinate review and approval of statutory filings with the attorney.
10. Respond to inquiries made by various officials, property owners, or consultants.
11. Set up and maintain the official records of the District, which will be available for public inspection during regular business hours and serve as official repository for same pursuant to the State Open Records Act.
12. Monitor requirements pertaining to HB 1343 (Illegal Aliens).
13. Insurance administration, including evaluating risks, comparing coverage, process claims, completing applications, monitoring expiration dates, processing routine written and telephone correspondence. Ensure that all District contractors and subcontractors maintain required coverage for the District's benefit. Obtain quotes for insurance annually.
14. Website maintenance.

REGULAR OR SPECIAL ELECTIONS

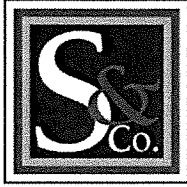
1. Coordinate the conduct of regular or special elections, whether mail ballot or polling place.
2. District Manager or other staff members are trained and experienced to serve as the Designated Election Official and will perform all tasks in accordance with the Uniform Election Code and at the direction of the Board and the attorney.
3. Assist with constituent education surrounding ballot issues.

CONSTRUCTION/CONTRACT OVERSIGHT

1. Coordinate the public bidding process (publication of bids/final payments).
2. Receive and follow-up on insurance and bond requirements.
3. Provide support as needed or requested by the Project Manager or District Engineer in monitoring and reporting per the Service Plan or other documents.
4. Provide liaison and coordination with other governmental agencies.
5. Conduct site visits.

FIELD SERVICES (DISTRICT)

1. On-site meetings with vendors.
2. On-site review of improvements for compliance with maintenance contracts or for needed services not under contract, such as:
 - Landscaping and trails
 - Irrigation systems
 - Fencing
 - Signage/Monuments
 - Lighting
 - Drainage facilities and detention ponds
 - Snow removal
 - Water and sewer lines
 - Buildings and structures
3. Participate in inspections for acceptance of improvements by District for permanent maintenance.
4. Maintain files, diagrams, plans and schematics of various line systems, inspection results.
5. Provide Utility Locate Services in coordination with UNCC.



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

October 26, 2017

Board of Directors
Denver High Point at DIA Metropolitan District
c/o CliftonLarsonAllen, LLP
8390 E Crescent Parkway, Suite 500
Greenwood Village, CO 80111

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Denver High Point at DIA Metropolitan District for the year ended December 31, 2017. We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of Denver High Point at DIA Metropolitan District as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Denver High Point at DIA Metropolitan District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Denver High Point at DIA Metropolitan District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited, if presented:

- Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Denver High Point at DIA Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
- Regional Improvement Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Denver High Point at DIA Metropolitan District's financial statements. Our report will be addressed to the Board of Directors of Denver High Point at DIA Metropolitan District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

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

Other Services

We understand that your accountants, CliftonLarsonAllen, will be preparing the financial statements of Denver High Point at DIA Metropolitan District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

Engagement Administration, Fees, and Other

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

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

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$4,100. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If our report on the financial statements will be included in another document (for example, in connection with a bond offering), the procedures we may be asked to perform in connection therewith will be considered an engagement separate and distinct from the audit engagement, for which we will bill you separately at our standard hourly rate of \$155 per hour. Also, any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate.

In accordance with C.R.S. § 8-17.5-101, *et seq.*, Schilling & Company, Inc. (the Company) hereby certifies to the District that:

The Company hereby states to the District that the Company 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 § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with § 8-17.5-102, C.R.S., the Company 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 Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

The Company represents and warrants it has confirmed the employment eligibility of all of its 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.

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

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

- (a) Notify the subcontractor and the District within three days that the Company 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 days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Company 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.

The Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking, pursuant to the authority established in §8-17.5-102, C.R.S.

If the Company violates any provision of C.R.S. § 8-17.5-102, *et seq.*, the District may terminate the Agreement immediately and the Company 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 Company to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to Denver High Point at DIA Metropolitan District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

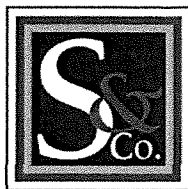
RESPONSE:

This letter correctly sets forth the understanding of Denver High Point at DIA Metropolitan District.

Board Member Signature: _____

Title: _____

Date: _____



SCHILLING & COMPANY, INC.

Certified Public Accountants

P.O. Box 631579
HIGHLANDS RANCH, CO 80163

PHONE: 720.348.1086
FAX: 720.348.2920

October 26, 2017

Board of Directors
Colorado International Center Metropolitan District No. 14
c/o CliftonLarsonAllen, LLP
8390 E Crescent Parkway, Suite 500
Greenwood Village, CO 80111

Board of Directors:

We are pleased to confirm our understanding of the services we are to provide Colorado International Center Metropolitan District No. 14 for the year ended December 31, 2017. We will audit the financial statements of the governmental activities and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of Colorado International Center Metropolitan District No. 14 as of and for the year ended December 31, 2017. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Colorado International Center Metropolitan District No. 14's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Colorado International Center Metropolitan District No. 14's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited, if presented:

- Management's Discussion and Analysis.

We have also been engaged to report on supplementary information other than RSI that accompanies Colorado International Center Metropolitan District No. 14's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements OR in a report combined with our auditor's report on the financial statements:

- Debt Service Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual
- Capital Projects Fund - Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget and Actual

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance.

- Schedule of Debt Service Requirements to Maturity
- Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Colorado International Center Metropolitan District No. 14's financial statements. Our report will be addressed to the Board of Directors of Colorado International Center Metropolitan District No. 14. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Colorado International Center Metropolitan District No. 14's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We understand that your accountants, CliftonLarsonAllen, will be preparing the financial statements of Colorado International Center Metropolitan District No. 14 in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

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

Engagement Administration, Fees, and Other

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

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

Dawn Schilling is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be \$3,900. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If our report on the financial statements will be included in another document (for example, in connection with a bond offering), the procedures we may be asked to perform in connection therewith will be considered an engagement separate and distinct from the audit engagement, for which we will bill you separately at our standard hourly rate of \$155 per hour. Also, any calculations performed in connection with the District's TABOR compliance will be billed at our standard hourly rate.

In accordance with C.R.S. § 8-17.5-101, *et seq.*, Schilling & Company, Inc. (the Company) hereby certifies to the District that:

The Company hereby states to the District that the Company 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 § 8-17.5-101, C.R.S.) in order to confirm the employment eligibility of all employees of the Company who are newly hired to perform work under the Agreement.

In accordance with § 8-17.5-102(2)(a), C.R.S., the Company 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 Company that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

The Company represents and warrants it has confirmed the employment eligibility of all of its 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.

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

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

- (a) Notify the subcontractor and the District within three days that the Company 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 days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Company 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.

The Company shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking, pursuant to the authority established in § 8-17.5-102, C.R.S..

If the Company violates any provision of C.R.S. § 8-17.5-101, *et seq.*, the District may terminate the Agreement immediately and the Company 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 Company to the Colorado Secretary of State, as required by law.

We appreciate the opportunity to be of service to Colorado International Center Metropolitan District No. 14 and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

SCHILLING & COMPANY, INC.

Schilling & Company, Inc.

RESPONSE:

This letter correctly sets forth the understanding of Colorado International Center Metropolitan District No. 14.

Board Member Signature: _____

Title: _____

Date: _____



CliftonLarsonAllen

CliftonLarsonAllen LLP
www.CLAconnect.com

Accountant's Compilation Report

Board of Directors
Denver High Point at DIA Metropolitan District
City and County of Denver, Colorado

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Denver High Point at DIA Metropolitan District for the year ending December 31, 2018, including the estimate of comparative information for the year ending December 31, 2017 and the actual comparative information for the year ending December 31, 2016, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to Denver High Point at DIA Metropolitan District.

Greenwood Village, Colorado
_____, 2017

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
SUMMARY
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,**

10/13/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 18,374	\$ 32,437	\$ (40,108)	\$ (40,108)	\$ 52,380
REVENUES					
1 Specific ownership taxes	1,451	1,340	651	1,700	6,280
2 System development fees	189,656	-	-	-	-
3 Developer advance	179,913	16,878,554	329,766	4,125,297	14,130,600
4 Other income	-	-	900	1,000	-
5 Regional Mill Levy	17,481	19,175	19,171	19,175	89,687
6 Transfer from CIC MD 14	115,164	4,465,592	75,999	4,479,649	19,671,534
Total revenues	<u>503,665</u>	<u>21,364,661</u>	<u>426,487</u>	<u>8,626,821</u>	<u>33,898,101</u>
Total funds available	<u>522,039</u>	<u>21,397,098</u>	<u>386,379</u>	<u>8,586,713</u>	<u>33,950,481</u>
EXPENDITURES					
7 General and administration					
8 Accounting	35,807	40,000	26,346	42,000	40,000
9 Audit	7,600	7,800	7,900	7,900	8,000
10 Banking fees	-	-	135	300	300
11 City administration fee	5,328	5,500	5,000	5,000	5,000
12 Contingency	-	3,500	-	7,538	7,500
13 County Treasurer's fees	175	190	192	190	900
14 Dues and membership	1,142	1,200	1,120	1,120	1,200
15 Election	9,492	-	-	-	10,000
16 Insurance	5,480	6,000	6,947	6,947	7,500
17 Legal	25,021	25,000	17,402	30,000	25,000
18 Miscellaneous	300	1,000	14	50	1,000
19 Operations and maintenance					
20 Landscape enhancements	-	100,000	-	-	100,000
21 Landscape maintenance - Contract	14,160	20,000	6,903	14,000	14,000
22 Landscape maintenance - Gateway	5,069	5,000	6,345	6,345	6,500
23 Landscape repairs and maintenance	27,177	40,000	7,472	18,000	40,000
24 Repairs and maintenance	-	-	3,498	12,000	15,000
25 Snow removal	2,725	12,000	989	4,000	12,000
26 Utilities - electrical	-	1,000	395	800	1,000
27 Utilities - irrigation	20,674	30,000	2,819	20,000	30,000
28 Capital projects					
29 Construction management	76,022	1,115,478	78,000	247,000	790,000
30 Dry utilities	-	2,305,000	-	100,000	2,780,000
31 Engineering	48,391	842,579	12,908	71,000	465,000
32 Erosion control	-	272,500	73,182	136,000	255,000
33 Grading/earthwork	4,863	770,137	10,070	134,000	480,000
34 Legal	1,299	2,000	6,564	13,000	10,000
35 Park and recreation	98,123	3,543,384	2,000	17,000	1,731,600
36 Repay developer advance	-	-	-	4,363,033	19,499,551
37 Sewer	-	1,145,000	4,016	256,000	585,000
38 Storm drainage	-	4,440,000	239,178	1,440,000	3,620,000
39 Streets	-	4,950,000	45,240	755,000	2,600,000
40 Water	4,000	1,660,000	41,530	825,000	660,000
41 Capital Projects Fund - Regional					
42 Contingency	-	2,810	-	1,110	3,100
43 Repay developer advance interest	169,299	-	-	-	-
Total expenditures	<u>562,147</u>	<u>21,347,078</u>	<u>606,165</u>	<u>8,534,333</u>	<u>33,804,151</u>
Total expenditures and transfers out requiring appropriation	<u>562,147</u>	<u>21,347,078</u>	<u>606,165</u>	<u>8,534,333</u>	<u>33,804,151</u>
ENDING FUND BALANCES	\$ (40,108)	\$ 50,020	\$ (219,786)	\$ 52,380	\$ 146,330
EMERGENCY RESERVE	\$ 3,500	\$ 3,500	\$ 2,400	\$ 3,600	\$ 5,200
TOTAL RESERVE	<u>\$ 3,500</u>	<u>\$ 3,500</u>	<u>\$ 2,400</u>	<u>\$ 3,600</u>	<u>\$ 5,200</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
compilation report and summary of significant assumptions.

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
PROPERTY TAX SUMMARY INFORMATION
For the Years Ended and Ending December 31,

10/13/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
ASSESSED VALUATION - DENVER					
Commercial	\$ 1,165,420	\$ 403,560	\$ 403,560	\$ 403,560	\$ 4,979,790
Vacant Land	-	452,190	452,190	452,190	972,140
Personal Property	-	409,580	409,580	409,580	11,920
Other	-	12,970	12,970	12,970	16,810
	1,165,420	1,278,300	1,278,300	1,278,300	5,980,660
Adjustments	-	-	-	-	(1,550)
Certified Assessed Value	<u>\$ 1,165,420</u>	<u>\$ 1,278,300</u>	<u>\$ 1,278,300</u>	<u>\$ 1,278,300</u>	<u>\$ 5,979,110</u>
MILL LEVY					
REGIONAL MILL LEVY	15.000	15.000	15.000	15.000	15.000
Total Mill Levy	<u>15.000</u>	<u>15.000</u>	<u>15.000</u>	<u>15.000</u>	<u>15.000</u>
PROPERTY TAXES					
REGIONAL MILL LEVY	\$ 17,481	\$ 19,175	\$ 19,175	\$ 19,175	\$ 89,687
Levied property taxes	17,481	19,175	19,175	19,175	89,687
Adjustments to actual/rounding	-	-	(4)	-	-
Budgeted Property Taxes	<u>\$ 17,481</u>	<u>\$ 19,175</u>	<u>\$ 19,171</u>	<u>\$ 19,175</u>	<u>\$ 89,687</u>
BUDGETED PROPERTY TAXES					
	<u>\$ 17,481</u>	<u>\$ 19,175</u>	<u>\$ 19,171</u>	<u>\$ 19,175</u>	<u>\$ 89,687</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
GENERAL FUND
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,**

10/13/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 9,125	\$ 4,431	\$ (8,969)	\$ (8,969)	\$ 3,647
REVENUES					
1 Developer advance	26,717	183,000	35,611	71,000	154,000
2 Other income	-	-	900	1,000	-
3 Transfer from CIC MD 14	115,164	115,068	75,999	116,616	171,983
Total revenues	<u>141,881</u>	<u>298,068</u>	<u>112,510</u>	<u>188,616</u>	<u>325,983</u>
Total funds available	<u>151,006</u>	<u>302,499</u>	<u>103,541</u>	<u>179,647</u>	<u>329,630</u>
EXPENDITURES					
General and administration					
4 Accounting	35,807	40,000	26,346	42,000	40,000
5 Audit	7,600	7,800	7,900	7,900	8,000
6 Banking fees	-	-	135	300	300
7 City administration fee	5,328	5,500	5,000	5,000	5,000
8 Contingency	-	3,500	-	7,538	7,500
9 Dues and membership	1,142	1,200	1,120	1,120	1,200
10 Election	9,492	-	-	-	10,000
11 Insurance	5,480	6,000	6,947	6,947	7,500
12 Legal	25,021	25,000	17,402	30,000	25,000
13 Miscellaneous	300	1,000	14	50	1,000
Operations and maintenance					
14 Landscape enhancements	-	100,000	-	-	100,000
15 Landscape maintenance - Contract	14,160	20,000	6,903	14,000	14,000
16 Landscape maintenance - Gateway	5,069	5,000	6,345	6,345	6,500
17 Landscape repairs and maintenance	27,177	40,000	7,472	18,000	40,000
18 Repairs and maintenance	-	-	3,498	12,000	15,000
19 Snow removal	2,725	12,000	989	4,000	12,000
20 Utilities - electrical	-	1,000	395	800	1,000
21 Utilities - irrigation	20,674	30,000	2,819	20,000	30,000
Total expenditures	<u>159,975</u>	<u>298,000</u>	<u>93,285</u>	<u>176,000</u>	<u>324,000</u>
Total expenditures and transfers out requiring appropriation	<u>159,975</u>	<u>298,000</u>	<u>93,285</u>	<u>176,000</u>	<u>324,000</u>
ENDING FUND BALANCES	<u>\$ (8,969)</u>	<u>\$ 4,499</u>	<u>\$ 10,256</u>	<u>\$ 3,647</u>	<u>\$ 5,630</u>
EMERGENCY RESERVE	<u>\$ 3,500</u>	<u>\$ 3,500</u>	<u>\$ 2,400</u>	<u>\$ 3,600</u>	<u>\$ 5,200</u>
TOTAL RESERVE	<u>\$ 3,500</u>	<u>\$ 3,500</u>	<u>\$ 2,400</u>	<u>\$ 3,600</u>	<u>\$ 5,200</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
compilation report and summary of significant assumptions.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,**

10/13/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ (1,152)	\$ -	\$ (60,297)	\$ (60,297)	\$ -
REVENUES					
1 System development fees	20,357	-	-	-	-
2 Developer advance	153,196	16,695,554	294,155	4,054,297	13,976,600
3 Transfer from CIC MD 14	-	4,350,524	-	4,363,033	19,499,551
Total revenues	<u>173,553</u>	<u>21,046,078</u>	<u>294,155</u>	<u>8,417,330</u>	<u>33,476,151</u>
Total funds available	<u>172,401</u>	<u>21,046,078</u>	<u>233,858</u>	<u>8,357,033</u>	<u>33,476,151</u>
EXPENDITURES					
Capital projects					
4 Construction management	76,022	1,115,478	78,000	247,000	790,000
5 Dry utilities	-	2,305,000	-	100,000	2,780,000
6 Engineering	48,391	842,579	12,908	71,000	465,000
7 Erosion control	-	272,500	73,182	136,000	255,000
8 Grading/earthwork	4,863	770,137	10,070	134,000	480,000
9 Legal	1,299	2,000	6,564	13,000	10,000
10 Parks and landscaping	98,123	3,543,384	2,000	17,000	1,731,600
11 Repay developer advance	-	-	-	4,363,033	19,499,551
12 Sewer	-	1,145,000	4,016	256,000	585,000
13 Storm drainage	-	4,440,000	239,178	1,440,000	3,620,000
14 Streets	-	4,950,000	45,240	755,000	2,600,000
15 Water	4,000	1,660,000	41,530	825,000	660,000
Total expenditures	<u>232,698</u>	<u>21,046,078</u>	<u>512,688</u>	<u>8,357,033</u>	<u>33,476,151</u>
Total expenditures and transfers out requiring appropriation	<u>232,698</u>	<u>21,046,078</u>	<u>512,688</u>	<u>8,357,033</u>	<u>33,476,151</u>
ENDING FUND BALANCES	<u>\$ (60,297)</u>	<u>\$ -</u>	<u>\$ (278,830)</u>	<u>\$ -</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
compilation report and summary of significant assumptions.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
 CAPITAL PROJECTS FUND - REGIONAL
 2018 BUDGET AS PROPOSED
 WITH 2016 ACTUAL AND 2017 ESTIMATED
 For the Years Ended and Ending December 31,**

10/13/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 10,401	\$ 28,006	\$ 29,158	\$ 29,158	\$ 48,733
REVENUES					
1 Specific ownership taxes	1,451	1,340	651	1,700	6,280
2 System development fees	169,299	-	-	-	-
3 Regional Mill Levy	17,481	19,175	19,171	19,175	89,687
Total revenues	188,231	20,515	19,822	20,875	95,967
Total funds available	198,632	48,521	48,980	50,033	144,700
EXPENDITURES					
General and administration					
4 County Treasurer's fees	175	190	192	190	900
Capital Projects Fund - Regional					
5 Contingency	-	2,810	-	1,110	3,100
6 Repay developer advance interest	169,299	-	-	-	-
Total expenditures	169,474	3,000	192	1,300	4,000
Total expenditures and transfers out requiring appropriation	169,474	3,000	192	1,300	4,000
ENDING FUND BALANCES	\$ 29,158	\$ 45,521	\$ 48,788	\$ 48,733	\$ 140,700

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's
 compilation report and summary of significant assumptions.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Denver High Point at DIA Metropolitan District, a quasi-municipal corporation is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in the City and County of Denver, Colorado. Denver High Point at DIA Metropolitan District (the Management District) was organized in conjunction with two other metropolitan districts, Colorado International Center Metropolitan District No. 13, which contains the residential property, and Colorado International Center Metropolitan District No. 14 (the Districts), which contains the commercial property. The District is responsible for managing, implementing, and coordinating the financing, acquisition, construction, completion, operation and maintenance of all public infrastructure and services within the District, including streets, safety protection, water, sewer and storm drainage, transportation, mosquito control, fire protection, park and recreation facilities, and improvements for the use and benefit of the inhabitants and taxpayers of the District.

On May 2, 2006, the District's voters authorized general obligation indebtedness of \$1,530,400,000 for the above listed facilities and powers. Per the District's service plan, the District is prohibited from issuing debt in excess of \$157,800,000 for District improvements and \$90,200,000 for Regional Improvements.

The District prepares its budget on the modified accrual basis of accounting in accordance with requirements of Colorado Revised Statutes C.R.S. 29-1-105.

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 the taxes levied is displayed on page 3 of the budget.

Regional Improvements Mill Levy

The District is required to impose a mill levy of 15.000 for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the City Intergovernmental Agreement between Denver High Point at DIA Metropolitan District and the City and County of Denver and the Service Plan for the District. The District is also responsible for 17% of Gateway Regional Metropolitan District's service plan project costs and certain Town Center Metropolitan District obligations, which are also considered regional improvements.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

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 collected.

Developer Advances

Since the District is in the development stage, a portion of operations expenditures and nearly all capital expenditures are anticipated to be funded by the Developer. Developer advances are to be recorded as revenue for budget purposes and may be repaid to the Developer from unpledged revenue in future years.

Transfer from Colorado International Center Metropolitan District No. 14

On June 28, 2007, the District entered into an agreement with Colorado International Center District No. 13 and Colorado International Center District No. 14 (the Denver Districts) that as the "Management District" it will own, operate, maintain, finance and construct facilities benefiting all of the Districts and that the Denver Districts will contribute to the costs of construction, operation, and maintenance of such facilities. It is anticipated that Colorado International Center No. 14 will transfer all available funds from the imposition of a mill levy for operations and maintenance to the District in compliance with this agreement, as well as project funds from an anticipated bond issuance.

Expenditures

Administrative Expenditures

Administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

Operations and Maintenance

Certain street and open space landscaping will be owned and maintained by the District. The estimated cost of repairs and maintenance of these areas are found on page 4 of the budget.

County Treasurer's Fees

County Treasurer's fees have been computed at 1% of property tax collections.

Capital Outlay

Anticipated expenditures for capital projects are outlined on page 5 of the budget.

**DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District has provided for an emergency reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

Debt and Leases

Developer Advances

The District's debt is comprised of developer advances, which are not general obligation debt. Repayment of advances is subject to annual appropriation if and when eligible funds become available.

The District has no operating or capital leases.

This information is an integral part of the accompanying budget.



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CliftonLarsonAllen LLP
www.CLAconnect.com

Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 13
City and County of Denver, Colorado

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Colorado International Center Metropolitan District No. 13 for the year ending December 31, 2018, including the estimate of comparative information for the year ending December 31, 2017, and the actual comparative information for the year ending December 31, 2016, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to the Colorado International Center Metropolitan District No. 13.

Greenwood Village, Colorado
_____, 2017



An independent member of Nexia International

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT No. 13
GENERAL FUND
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,

10/9/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Total revenues	-	-	-	-	-
Total funds available	-	-	-	-	-
EXPENDITURES					
Total expenditures	-	-	-	-	-
Total expenditures and transfers out requiring appropriation	-	-	-	-	-
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's report
and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT No. 13
PROPERTY TAX SUMMARY INFORMATION
For the Years Ended and Ending December 31,

10/9/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
ASSESSED VALUATION - DENVER					
Agricultural	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60
Certified Assessed Value	\$ 60	\$ 60	\$ 60	\$ 60	\$ 60
MILL LEVY					
GENERAL FUND	10.000	10.000	10.000	10.000	11.056
Regional Mill Levy	15.000	15.000	15.000	15.000	16.583
Total Mill Levy	25.000	25.000	25.000	25.000	27.639
PROPERTY TAXES					
GENERAL FUND	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1
Regional Mill Levy	1	1	1	1	1
Levied property taxes	2	2	2	2	2
Adjustments to actual/rounding	(2)	(2)	(2)	(2)	(2)
Budgeted Property Taxes	\$ -	\$ -	\$ -	\$ -	\$ -
BUDGETED PROPERTY TAXES					
	\$ -	\$ -	\$ -	\$ -	\$ -

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's report and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Services Provided

Colorado International Center Metropolitan District No. 13, a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in the City and County of Denver, Colorado. Colorado International Center Metropolitan District No. 13 was organized in conjunction with two other metropolitan districts, Denver High Point at DIA Metropolitan District (the Management District) and Colorado International Center Metropolitan District No. 14 (collectively, the Districts). Colorado International Center Metropolitan District No. 14 contains the commercial property within the Districts and Colorado International Center Metropolitan District No. 13 contains the residential property within the Districts. The District was established to provide streets, safety protection, water, sewer and storm drainage, transportation, mosquito control, fire protection, park and recreation facilities, and improvements for the use and benefit of the taxpayers of the District.

On May 2, 2006, the District's voters authorized total general obligation indebtedness of \$1,530,400,000 for the above listed facilities and powers but, the District's service plan limits the total indebtedness to \$157,800,000, with a maximum debt mill levy of 50.000 mills.

The District prepares its budget on the modified accrual basis of accounting.

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 the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District. The mill levies have been adjusted due to the change in residential assessed valuation calculation from 7.96% to 7.20%. Due to the low assessed valuation for the District, the District does not anticipate collecting any property taxes for 2018.

Regional Improvements Mill Levy

The District is required to impose a mill levy of 16.583 for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the City Intergovernmental Agreement between the Management District and the City and County of Denver and the Service Plan for the District. The Management District is also responsible for 17% of Gateway Regional Metropolitan District's service plan project costs and certain Town Center Metropolitan District obligations, which are also considered regional improvements. Due to the low assessed valuation for the District, the District does not anticipate collecting any taxes from the Regional Improvements Mill Levy in 2018.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 13
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures

The District does not anticipate any financial activity in 2018.

Debt and Leases

Developer Advances

The District's debt is comprised of developer advances, which are not general obligation debt. As of December 31, 2017, the District had \$36,163 in outstanding developer advances and interest accrued at 8%. Repayment of advances is subject to annual appropriation if and when eligible funds become available.

The District has no operating or capital leases.

Reserves

Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since the District has no budgeted revenues and Management District pays for all the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget.

This information is an integral part of the accompanying budget.



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Accountant's Compilation Report

Board of Directors
Colorado International Center Metropolitan District No. 14
City and County of Denver, Colorado

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Colorado International Center Metropolitan District No. 14 for the year ending December 31, 2018, including the estimate of comparative information for the year ending December 31, 2017, and the actual comparative information for the year ending December 31, 2016, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to the Colorado International Center Metropolitan District No. 14.

Greenwood Village, Colorado
_____, 2017



An independent member of Nexia International

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
SUMMARY
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,

9/29/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 4,775,926	\$ 4,786,497	\$ 4,795,164	\$ 4,795,164	\$ 452,528
REVENUES					
1 Property taxes	500,564	493,272	331,448	493,272	973,477
2 Specific ownership taxes	44,255	46,039	18,550	48,600	85,179
3 Net investment income	27,241	13,200	21,500	43,000	26,400
4 Other income	-	2,000	-	284	8,000
5 Bond issuance	-	-	-	-	30,232,000
6 Regional mill levy	166,855	164,424	110,483	164,424	243,369
Total revenues	<u>738,915</u>	<u>718,935</u>	<u>481,981</u>	<u>749,580</u>	<u>31,568,425</u>
TRANSFERS IN	<u>165,192</u>	<u>162,772</u>	<u>109,470</u>	<u>162,784</u>	<u>9,868,748</u>
Total funds available	<u>5,680,033</u>	<u>5,668,204</u>	<u>5,386,615</u>	<u>5,707,528</u>	<u>41,889,701</u>
EXPENDITURES					
7 General and administration					
8 Contingency	-	1,000	-	284	2,000
9 County Treasurer's fees	1,112	1,100	737	1,100	1,620
10 General funds - Transfer to DHP@DIA	115,164	115,068	75,999	116,616	171,983
11 Miscellaneous	10	-	-	-	-
12 Debt service					
13 Bond interest Series 2010	316,406	-	-	-	-
14 Bond principal Series 2010	260,000	-	-	-	-
15 Contingency	-	2,033	-	2,521	5,000
16 County Treasurer's fees	3,893	3,840	2,578	3,840	8,110
17 Loan interest - Series 2015	-	334,127	166,606	334,127	-
18 Loan interest - Series 2018	-	-	-	-	1,243,981
19 Loan issue costs	13,050	-	-	-	-
20 Loan principal - Series 2015	-	260,000	-	260,000	-
21 Miscellaneous	18	-	-	-	-
22 Paying agent fees	8,355	4,000	6,512	6,512	6,500
23 Payment to refunding escrow	-	-	-	-	9,934,409
24 Regional					
25 Contingency	-	-	-	2,543	4,631
26 Cost of issuance	-	-	-	-	1,104,640
27 County Treasurer's fees - Regional mill levy	1,669	1,640	1,105	1,640	2,430
28 CP Reg Fund - Transfer to DHP@DIA	-	4,350,524	-	4,363,033	19,499,551
Total expenditures	<u>719,677</u>	<u>5,073,332</u>	<u>253,537</u>	<u>5,092,216</u>	<u>31,984,855</u>
TRANSFERS OUT	<u>165,192</u>	<u>162,772</u>	<u>109,470</u>	<u>162,784</u>	<u>9,868,748</u>
Total expenditures and transfers out requiring appropriation	<u>884,869</u>	<u>5,236,104</u>	<u>363,007</u>	<u>5,255,000</u>	<u>41,853,603</u>
ENDING FUND BALANCES	<u>\$ 4,795,164</u>	<u>\$ 432,100</u>	<u>\$ 5,023,608</u>	<u>\$ 452,528</u>	<u>\$ 36,098</u>
DEBT SERVICE	\$ 306,600	\$ 306,600	\$ 306,600	\$ 306,600	\$ -
SURPLUS FUND	144,696	125,500	353,923	129,036	-
TOTAL RESERVE	<u>\$ 451,296</u>	<u>\$ 432,100</u>	<u>\$ 660,523</u>	<u>\$ 435,636</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
PROPERTY TAX SUMMARY INFORMATION
For the Years Ended and Ending December 31,

9/29/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
ASSESSED VALUATION - DENVER					
Commercial	\$ 8,611,730	\$ 9,884,230	\$ 9,884,230	\$ 9,884,230	\$ 13,660,780
Agricultural	60	-	-	-	-
Vacant Land	432,880	-	-	-	867,730
Personal Property	1,243,480	1,077,370	1,077,370	1,077,370	1,696,100
Other	838,070	-	-	-	-
Certified Assessed Value	<u>\$ 11,126,220</u>	<u>\$ 10,961,600</u>	<u>\$ 10,961,600</u>	<u>\$ 10,961,600</u>	<u>\$ 16,224,610</u>
MILL LEVY					
GENERAL FUND	10.000	10.000	10.000	10.000	10.000
DEBT SERVICE FUND	35.000	35.000	35.000	35.000	50.000
REGIONAL MILL LEVY	15.000	15.000	15.000	15.000	15.000
Total Mill Levy	<u>60.000</u>	<u>60.000</u>	<u>60.000</u>	<u>60.000</u>	<u>75.000</u>
PROPERTY TAXES					
GENERAL FUND	\$ 111,262	\$ 109,616	\$ 109,616	\$ 109,616	\$ 162,246
DEBT SERVICE FUND	389,418	383,656	383,656	383,656	811,231
REGIONAL MILL LEVY	166,893	164,424	164,424	164,424	243,369
Levied property taxes	<u>667,573</u>	<u>657,696</u>	<u>657,696</u>	<u>657,696</u>	<u>1,216,846</u>
Adjustments to actual/rounding	(154)	-	(215,765)	-	-
Budgeted Property Taxes	<u>\$ 667,419</u>	<u>\$ 657,696</u>	<u>\$ 441,931</u>	<u>\$ 657,696</u>	<u>\$ 1,216,846</u>
BUDGETED PROPERTY TAXES					
GENERAL FUND	\$ 111,236	\$ 109,616	\$ 73,655	\$ 109,616	\$ 162,246
DEBT SERVICE FUND	389,328	383,656	257,793	383,656	811,231
REGIONAL MILL LEVY	166,855	164,424	110,483	164,424	243,369
	<u>\$ 667,419</u>	<u>\$ 657,696</u>	<u>\$ 441,931</u>	<u>\$ 657,696</u>	<u>\$ 1,216,846</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
GENERAL FUND
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,

9/29/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ (2,329)	\$ (1,121)	\$ -	\$ -	\$ -
REVENUES					
1 Property taxes	111,236	109,616	73,655	109,616	162,246
2 Specific ownership taxes	7,376	7,673	3,092	8,100	11,357
3 Net investment income	3	-	-	-	-
4 Other income	-	1,000	-	284	2,000
Total revenues	<u>118,615</u>	<u>118,289</u>	<u>76,747</u>	<u>118,000</u>	<u>175,603</u>
Total funds available	<u>116,286</u>	<u>117,168</u>	<u>76,747</u>	<u>118,000</u>	<u>175,603</u>
EXPENDITURES					
General and administration					
5 Contingency	-	1,000	-	284	2,000
6 County Treasurer's fees	1,112	1,100	737	1,100	1,620
7 General funds - Transfer to DHP@DIA	115,164	115,068	75,999	116,616	171,983
8 Miscellaneous	10	-	-	-	-
Total expenditures	<u>116,286</u>	<u>117,168</u>	<u>76,736</u>	<u>118,000</u>	<u>175,603</u>
Total expenditures and transfers out requiring appropriation	<u>116,286</u>	<u>117,168</u>	<u>76,736</u>	<u>118,000</u>	<u>175,603</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 11</u>	<u>\$ -</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
DEBT SERVICE FUND
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,

9/29/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 458,406	\$ 449,106	\$ 451,296	\$ 451,296	\$ 435,636
REVENUES					
1 Property taxes	389,328	383,656	257,793	383,656	811,231
2 Specific ownership taxes	36,879	38,366	15,458	40,500	73,822
3 Net investment income	3,213	2,200	2,202	4,400	4,400
4 Other income	-	-	-	-	5,000
Total revenues	<u>429,420</u>	<u>424,222</u>	<u>275,453</u>	<u>428,556</u>	<u>894,453</u>
TRANSFERS IN					
CAPITAL PROJECTS FUND - REGIONAL	165,192	162,772	109,470	162,784	9,868,748
Total transfers in	<u>165,192</u>	<u>162,772</u>	<u>109,470</u>	<u>162,784</u>	<u>9,868,748</u>
Total funds available	<u>1,053,018</u>	<u>1,036,100</u>	<u>836,219</u>	<u>1,042,636</u>	<u>11,198,837</u>
EXPENDITURES					
Debt service					
5 Bond interest Series 2010	316,406	-	-	-	-
6 Bond principal Series 2010	260,000	-	-	-	-
7 Contingency	-	2,033	-	2,521	5,000
8 County Treasurer's fees	3,893	3,840	2,578	3,840	8,110
9 Loan interest - Series 2015	-	334,127	166,606	334,127	-
10 Loan interest - Series 2018	-	-	-	-	1,243,981
11 Loan issue costs	13,050	-	-	-	-
12 Loan principal - Series 2015	-	260,000	-	260,000	-
13 Miscellaneous	18	-	-	-	-
14 Paying agent fees	8,355	4,000	6,512	6,512	6,500
15 Payment to refunding escrow	-	-	-	-	9,934,409
Total expenditures	<u>601,722</u>	<u>604,000</u>	<u>175,696</u>	<u>607,000</u>	<u>11,198,000</u>
Total expenditures and transfers out requiring appropriation	<u>601,722</u>	<u>604,000</u>	<u>175,696</u>	<u>607,000</u>	<u>11,198,000</u>
ENDING FUND BALANCES	<u>\$ 451,296</u>	<u>\$ 432,100</u>	<u>\$ 660,523</u>	<u>\$ 435,636</u>	<u>\$ 837</u>
DEBT SERVICE	\$ 306,600	\$ 306,600	\$ 306,600	\$ 306,600	\$ -
SURPLUS FUND	144,696	125,500	353,923	129,036	-
TOTAL RESERVE	<u>\$ 451,296</u>	<u>\$ 432,100</u>	<u>\$ 660,523</u>	<u>\$ 435,636</u>	<u>\$ -</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
CAPITAL PROJECTS FUND - REGIONAL
2018 BUDGET AS PROPOSED
WITH 2016 ACTUAL AND 2017 ESTIMATED
For the Years Ended and Ending December 31,

9/29/2017

	ACTUAL 2016	BUDGET 2017	ACTUAL 6/30/2017	ESTIMATED 2017	PROPOSED 2018
BEGINNING FUND BALANCES	\$ 4,319,849	\$ 4,338,512	\$ 4,343,868	\$ 4,343,868	\$ 16,892
REVENUES					
1 Net investment income	24,025	11,000	19,298	38,600	22,000
2 Other income	-	1,000	-	-	1,000
3 Bond issuance	-	-	-	-	30,232,000
4 Regional mill levy	166,855	164,424	110,483	164,424	243,369
Total revenues	<u>190,880</u>	<u>176,424</u>	<u>129,781</u>	<u>203,024</u>	<u>30,498,369</u>
Total funds available	<u>4,510,729</u>	<u>4,514,936</u>	<u>4,473,649</u>	<u>4,546,892</u>	<u>30,515,261</u>
EXPENDITURES					
Regional					
5 Contingency	-	-	-	2,543	4,631
6 Cost of issuance	-	-	-	-	1,104,640
7 County Treasurer's fees - Regional mill levy	1,669	1,640	1,105	1,640	2,430
8 CP Reg Fund - Transfer to DHP@DIA	-	4,350,524	-	4,363,033	19,499,551
Total expenditures	<u>1,669</u>	<u>4,352,164</u>	<u>1,105</u>	<u>4,367,216</u>	<u>20,611,252</u>
TRANSFERS OUT					
DEBT SERVICE FUND	165,192	162,772	109,470	162,784	9,868,748
Total transfers out	<u>165,192</u>	<u>162,772</u>	<u>109,470</u>	<u>162,784</u>	<u>9,868,748</u>
Total expenditures and transfers out requiring appropriation	<u>166,861</u>	<u>4,514,936</u>	<u>110,575</u>	<u>4,530,000</u>	<u>30,480,000</u>
ENDING FUND BALANCES	<u>\$ 4,343,868</u>	<u>\$ -</u>	<u>\$ 4,363,074</u>	<u>\$ 16,892</u>	<u>\$ 35,261</u>

PRELIMINARY DRAFT - SUBJECT TO REVISION

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Colorado International Center Metropolitan District No. 14, a quasi-municipal corporation, is governed pursuant to provisions of the Colorado Special District Act. The District's service area is located in the City and County of Denver, Colorado. Colorado International Center Metropolitan District No. 14 was organized in conjunction with two other metropolitan districts, Denver High Point at DIA Metropolitan District (the Management District) and Colorado International Center Metropolitan District No. 13 (collectively, the Districts). Colorado International Center Metropolitan District No. 14 contains the commercial property within the Districts and Colorado International Center Metropolitan District No. 13 contains the residential property within the Districts. The District was established to provide streets, safety protection, water, sewer and storm drainage, transportation, mosquito control, fire protection, park and recreation facilities, and improvements for the use and benefit of the taxpayers of the District.

On May 2, 2006, the District's voters authorized total general obligation indebtedness of \$1,530,400,000 for the above listed facilities and powers.

The District prepares its budget on the modified accrual basis of accounting, in accordance with requirements of Colorado Revised Statutes C.R.S. 29-1-105.

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.

Per terms of the District's Series 2015 Loan (see Debt and Leases below), the District's maximum Required Mill Levy is 50.000 mills, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable [and to make up any deficiencies in the Reserve Fund], and for so long as the Surplus Fund is less than the Maximum Surplus Amount, not less than 35 mills. As of December 31, 2016, the adjusted maximum mill levy for debt service is 50.000 mills. The total maximum mill levy that may be pledged to debt service is 65 mills, which includes the regional improvements mill levy. For 2018, it is assumed the Required Mill Levy will be pledged to the anticipated Series 2015 bonds (see below).

The calculation of the taxes levied is displayed in the Budget at the adopted mill levy of 75.000 mills, which includes the general fund mill levy and the regional improvements mill levy (see below).

COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS

Revenues - (continued)

Regional Improvements Mill Levy

The District is required to impose a mill levy of 15.000 for payment of the planning, designing, permitting, construction, acquisition and financing of the regional improvements described in the City Intergovernmental Agreement between the Management District and the City and County of Denver and the Service Plan for the District. The Management District is also responsible for 17% of Gateway Regional Metropolitan District's service plan project costs and certain Town Center Metropolitan District obligations, which are also considered regional improvements. The Regional mill levy for the District is currently pledged toward payment of the Series 2015 Loan but will be pledged toward payment of the anticipated Series 2018 bonds (see below).

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 collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.00%.

Bond Issuance

In 2018 the District anticipates the issuance of Limited Tax General Obligation Cash Flow Bonds for the purpose of refunding the District's Series 2015 Loan and to provide funding for public infrastructure or repayment of developer advances (see Debt and Leases below).

Expenditures

County Treasurer's Fees

County Treasurer's fees have been computed at 1.0% of property tax collections.

Transfer to Denver High Point at DIA

On June 28, 2007, the District entered into an agreement with Colorado International Center District No. 13 and Denver High Point at DIA Metropolitan District (Management District). The Management District will own, operate, maintain, finance and construct facilities benefiting all of the Districts and that District Nos. 13 and 14 (the Denver Districts) will contribute to the costs of construction, operation, and maintenance of such facilities. The Denver Districts will transfer all available funds from the imposition of a mill levy for operations and maintenance to the Management District in compliance with this agreement. For 2018, the District has also budgeted a transfer of project funds from an anticipated bond issuance to the Management District for the purpose of acquiring public infrastructure or the repayment of developer advances.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures - (continued)

Debt Service

Interest payments are provided based on the estimated cash available for the District's anticipated Series 2018 bonds. Since the anticipated bonds are cash flow bonds, no debt amortization schedule is provided with this budget.

Capital Expenditures

Capital expenditures are included in the budget. The District will transfer the project funds from the anticipated bond issuance to the Management District to fund infrastructure improvements or repay developer advances.

Debt and Leases

Tax-Free Loan - Refunding and Improvement Drawdown Issue, Series 2015. On December 30, 2015, the District issued a bank loan in the amount of \$10,400,000 for the purpose of refunding the District's Series 2010 bonds and for providing new capital funds. The total amount of the loan is \$12,185,000, with drawdowns estimated to be made in 2016 and 2017. The 2015 Loan bears interest at a rate of 3.25%. Interest is payable on June 1 and December 1 of each year beginning on December 1, 2016. The loan will mature on December 30, 2022, with principal payments due on December 1, beginning on December 1, 2016. A debt to maturity schedule is provided on page 12 of the Budget.

The 2015 Loan is secured by and payable solely from Pledged Revenue, which includes property taxes derived from the Required Mill Levy and the Regional Mill Levy, net of the cost of collection; Specific Ownership Taxes attributable to the Required Mill Levy and the Regional Mill Levy; and any other legally available monies of the District credited to the Bond Fund. Under certain circumstances, moneys on deposit in the Surplus Fund, if any, will be used to pay the Loan.

The Required Mill Levy is defined as a mill levy imposed upon all taxable property in the District each year in an amount sufficient to pay the principal of and interest on the 2015 Loan but not in excess of 50 mills, and for so long as the Loan is outstanding, not less than 35 mills. Such minimum and maximum mill levies will be adjusted for changes occurring after March 13, 2006, in the ratio of actual value to assessed value of property within the District. Once the Debt to Assessed Ratio is 50% or less and the assessed value of all taxable property in the District is \$70,000,000 or greater, the mill levy may be imposed in an amount sufficient to pay debt service on the Series 2015 Loan without limitation of rate (less amounts received from the Regional Mill Levy).

The Regional Mill Levy means the regional mill levy imposed by the District in the amount of 15 mills; provided however, that in the event the method of calculating assessed valuation is or was changed after March 13, 2006, the minimum and maximum mill levies provided herein will be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenues generated by the regional mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes.

**COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
2018 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases - (continued)

The 2015 Loan is also secured by a Reserve Fund in the required amount of \$306,600 and a Surplus Fund up to a maximum amount of \$640,000. At any time the Reserve Fund balance is equal to the Reserve Requirement and the Surplus Fund balance is equal to the Surplus Fund Maximum Balance, the District may prepay all or part of the principal amount of the 2015 Loan prior to the Maturity Date, in whole or in part, on any Business Day, such date being the Prepayment Date, provided at least three (3) Business Days' written notice is provided by the District to the Bank and the Custodian and such prepayment includes payment of the Prepayment Fee due to the Bank as a result of such prepayment. All prepayments shall be in an amount of at least \$10,000 or, if less, the remaining entire principal balance of the 2015 Loan.

Series 2018 Limited Tax General Obligation Cash Flow Bonds

The District anticipates issuing approximately \$30,232,000 of bonds in early 2018. Details of the issuance are unknown at this time. For budget purposes, it is estimated that the interest rate will be 7% per annum and that a required mill levy of 65 mills and associated specific ownership taxes will be pledged toward payment of the bonds. The bonds will be structured as cash flow bonds. Therefore, interest and principal will be paid only as funds are available. Any amount unpaid at the maturity date will remain outstanding and continue to accrue and compound interest. Proceeds of the bonds are anticipated to refund the District's Series 2015 loan (see above), provide funding for public infrastructure or repayment of developer advances, and fund the cost of issuance of the bonds.

Developer Advances

A portion of the District's debt is comprised of developer advances, which are not general obligation debt. As of December 31, 2017, the District had \$43,491 in outstanding developer advances and interest accrued at 8%. Repayment of advances is subject to annual appropriation if and when eligible funds become available.

The District has no operating or capital leases.

Reserves

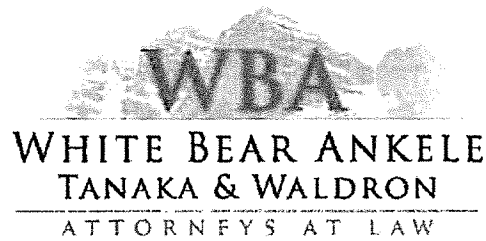
Emergency Reserve

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since substantially all funds received by the District are transferred to the Management District, which pays for all of the District's operations and maintenance costs, an Emergency Reserve is not reflected in the District's budget. Therefore, the Emergency Reserve for these funds is reflected in the budget of the Management District.

This information is an integral part of the accompanying budget.

GARY R. WHITE
KRISTEN D. BEAR
WILLIAM P. ANKELE, JR.
JENNIFER GRUBER TANAKA
CLINT C. WALDRON
KRISTIN BOWERS TOMPKINS
ROBERT G. ROGERS

OF COUNSEL:
BLAIR M. DICKHONER



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MEGAN J. MURPHY
KRISTIN J. SCHLEDORN
SILVIA FEJKA
JOHN R. SHERMAN
BRAD NEIMAN

November 9, 2017

VIA ELECTRONIC MAIL

Boards of Directors
Denver High Point at DIA Metropolitan District
Colorado International Center Metropolitan District No. 13
Colorado International Center Metropolitan District No. 14
c/o McGeady Becher
Attn: Paula Williams
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

RE: Waiver of Potential Conflicts of Interest with Respect to White Bear Ankele Tanaka & Waldron Professional Corporation's Engagement by Meritage Homes of Colorado, Inc. for Due Diligence Review of Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, Colorado International Center Metropolitan District No. 14

Dear Boards:

White Bear Ankele Tanaka & Waldron Professional Corporation ("WBA") has been asked to represent Meritage Homes of Colorado, Inc. ("Meritage") for the purpose of conducting due diligence review related to the acquisition of certain property (the "Review") located within the boundaries of Denver High Point at DIA Metropolitan District, Colorado International Center Metropolitan District No. 13, and Colorado International Center Metropolitan District No. 14 (collectively the "Districts"). McGeady Becher P.C. ("McGeady Becher") currently serves as general counsel to the Districts. The Districts are former clients of WBA. In addition, Ms. Kristin Tompkins, who is now at WBA, previously represented the Districts while at McGeady Becher.

Because Ms. Tompkins formerly represented the Districts while at WBA and because the Districts are former clients of WBA, there are certain rules of ethics that govern WBA's representation of Meritage with regard to the Review.

Boards of Directors
Denver High Point at DIA Metropolitan District
Colorado International Center Metropolitan District No. 13
Colorado International Center Metropolitan District No. 14
Re: Waiver of Potential Conflicts of Interest
November 9, 2017
Page 2 of 3

Pursuant to Colorado Rules of Professional Conduct ("CRCP") Rule 1.9, Duties for Former Clients:

(a) A lawyer who has formerly represented a client in a matter shall not thereafter represent another person in the same or a substantially related matter in which that person's interest are materially adverse to the interests of the former client unless the former client gives informed consent, confirmed in writing.

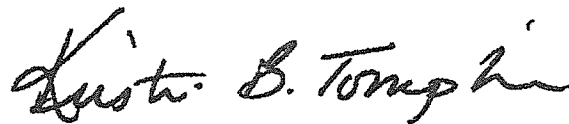
Informed consent is an agreement by a client to a proposed course of conduct after the lawyer has communicated adequate information and explanation about the material risks of and reasonably available alternatives to the proposed course of conduct. (Rule 1.0, CRPC)

WBA considers the Review of the Districts "the same or substantially related matters" within the meaning of CRPC 1.9(a). Because Ms. Tompkins and WBA represented the Districts as general counsel, Ms Tompkins and WBA may have acquired information related to the Districts' general interests. The Boards of Directors for the Districts have indicated that the Districts are prepared to consent to WBA's representation of Meritage in regard to the Review. The Districts have no obligation to consent to WBA's representation of Meritage. In deciding whether to consent, the Districts should consider the risk that confidential information relating to Ms. Tompkins and WBA's prior representation of the Districts might be disclosed to Meritage or used by Meritage to the Districts' disadvantage. However, we assure you that no such disclosure or use will occur.

Based on our discussions with McGeady Becher it is our understanding that the Districts consent to WBA's representation of Meritage in connection with the Review. If so, please confirm by signing and dating the acknowledgement of this letter and return it to me via email (ktompkins@wbapc.com). If you have any questions or wish to discuss this matter further, please have your counsel at McGeady Becher contact me.

Sincerely,

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

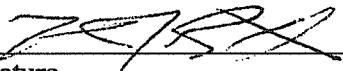


Kristin B. Tompkins, Esq.

Boards of Directors
Denver High Point at DIA Metropolitan District
Colorado International Center Metropolitan District No. 13
Colorado International Center Metropolitan District No. 14
Re: Waiver of Potential Conflicts of Interest
November 9, 2017
Page 3 of 3

Denver High Point at DIA Metropolitan District understands the conflict of interest described in this letter and provides its informed consent to WBA's representation to Meritage Homes of Colorado, Inc.

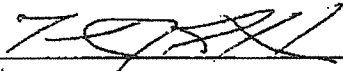
Denver High Point at DIA Metropolitan District

By: 
Signature

Printed Name: Kevin Smith
Position: Board Member
Date: 11/13/17

Colorado International Center Metropolitan District No. 13 understands the conflict of interest described in this letter and provides its informed consent to WBA's representation to Meritage Homes of Colorado, Inc.

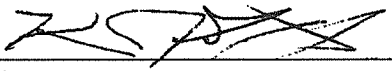
Colorado International Center Metropolitan District No. 13

By: 
Signature

Printed Name: Kevin Smith
Position: Board Member
Date: 11/13/17

Colorado International Center Metropolitan District No. 14 understands the conflict of interest described in this letter and provides its informed consent to WBA's representation to Meritage Homes of Colorado, Inc.

Colorado International Center Metropolitan District No. 14

By: 
Signature

Printed Name: Kevin Smith
Position: Board Member
Date: 11/13/17

ESCO Construction
3540 Evergreen Parkway
Evergreen, CO 80439

JOB NO. C17-031

INVOICE

TO: Denver High Point at DIA Metropolitan District
2154 E. Commons Ave., Suite 2000
Centennial, Co 80122

INVOICE DATE: 9/7/17
PROGRESS ESTIMATE NO.6
PERIOD ENDING: 9/25/17

FOR: **CONTRACT PROGRESS ESTIMATE**
DIA High Point Outlet Drop Structure

A	Original Contract Total	<u>\$828,706.75</u>
B	Change Orders	<u>\$36,902.63</u>
C	Subtotal, revised contract amount (A+B)	<u>\$865,609.38</u>
D	Total amount previously earned:	<u>\$865,609.38</u>
E	Current amount earned for period (see attachments):	<u>\$0.00</u>
F	Total amount earned to date (D+E)	<u>\$865,609.38</u>
	Retainage - 5%	<u>\$43,280.47</u>
G	Less total previous billing Less Retainage	<u>\$822,328.91</u>
H	GRAND TOTAL, PAYMENT DUE THIS PERIOD (F-G)	<u>\$43,280.47</u>
	Total Paid To Date Including This Pay Application	<u>\$865,609.38</u>
I	BALANCE REMAINING:	<u>\$0.00</u>
J	PERCENT COMPLETE (%):	<u>100.00%</u>

SUBMITTED BY:


SIGNATURE (ESCO Construction)



ESCO Construction
6106 S. Brook Forest Rd.
Evergreen, CO 80439

9/7/2017

DIA High Point Outlet Drop Structure

BID ITEM NO.	DESCRIPTION	Qty	UNIT	UNIT PRICE	EXTENDED PRICE	COMPLETED WORK						% COMP
						PREVIOUS TO DATE		THIS ESTIMATE		TOTAL TO DATE		
						QTY	DOLLARS	QTY	DOLLARS	QTY	DOLLARS	
100	Clear and Grub	1	LS	\$4,180.00	\$ 4,180.00	1	\$ 4,180.00			1	\$ 4,180.00	100.00%
101	Removal of Riprap	1	LS	\$ 4,970.00	\$ 4,970.00	1	\$ 4,970.00			1	\$ 4,970.00	100.00%
102	Excavation CIP	5,150	CY	\$ 6.45	\$ 33,217.50	5,150	\$ 33,217.50			5,150	\$ 33,217.50	100.00%
103	Gravel Maintenance Road	200	TN	\$ 54.00	\$ 10,800.00	200	\$ 10,800.00			200	\$ 10,800.00	100.00%
104	Dewatering/Control of Water/Temporary Diversion Channel (CIP)	1	LS	\$ 29,200.00	\$ 29,200.00	1	\$ 29,200.00			1	\$ 29,200.00	100.00%
105	Mobilization	1	LS	\$ 8,190.00	\$ 8,190.00	1	\$ 8,190.00			1	\$ 8,190.00	100.00%
200	Type "M" Soil Riprap (CIP)	515	CY	\$ 90.75	\$ 46,736.25	515	\$ 46,736.25			515	\$ 46,736.25	100.00%
201	48" Grouted Boulders	1,715	CY	\$ 319.00	\$ 547,085.00	1,715	\$ 547,085.00			1,715	\$ 547,085.00	100.00%
202	Grouted Boulder Sill	47	LF	\$ 81.50	\$ 3,830.50	47	\$ 3,830.50			47	\$ 3,830.50	100.00%
203	Weep Drains	1	LS	\$ 26,700.00	\$ 26,700.00	1	\$ 26,700.00			1	\$ 26,700.00	100.00%
204	Sheet Piling with grout cap	1,360	SF	\$ 38.80	\$ 52,768.00	1,360	\$ 52,768.00			1,360	\$ 52,768.00	100.00%
205	Boulder lined low flow channel (CIP)	66	LF	\$ 379.00	\$ 25,014.00	66	\$ 25,014.00			66	\$ 25,014.00	100.00%
206	Mobilization	1	LS	\$ 5,750.00	\$ 5,750.00	1	\$ 5,750.00			1	\$ 5,750.00	100.00%
300	Silt Fence	1,000	LF	\$ 1.37	\$ 1,370.00	1,000	\$ 1,370.00			1,000	\$ 1,370.00	100.00%
301	LOC/Perimeter Fence	1,000	LF	\$ 2.30	\$ 2,300.00	1,000	\$ 2,300.00			1,000	\$ 2,300.00	100.00%
302	VTC	1	EA	\$ 2,940.00	\$ 2,940.00	1	\$ 2,940.00			1	\$ 2,940.00	100.00%
303	Staging Area	1	EA	\$ 1,970.00	\$ 1,970.00	1	\$ 1,970.00			1	\$ 1,970.00	100.00%
304	Concrete Washout	1	EA	\$ 2,700.00	\$ 2,700.00	1	\$ 2,700.00			1	\$ 2,700.00	100.00%
305	Sediment Control Log	250	LF	\$ 2.63	\$ 657.50	250	\$ 657.50			250	\$ 657.50	100.00%
306	Rock Check Dam	6	EA	\$ 1,350.00	\$ 8,100.00	6	\$ 8,100.00			6	\$ 8,100.00	100.00%
307	Temporary Riprap Berm	120	LF	\$ 21.90	\$ 2,628.00	120	\$ 2,628.00			120	\$ 2,628.00	100.00%
308	Add #1 - Seed and Mulch, per SWMP report Appendix C	3	AC	\$ 1,620.00	\$ 4,860.00	3	\$ 4,860.00			3	\$ 4,860.00	100.00%
309	Mobilization	1	LS	\$ 2,740.00	\$ 2,740.00	1	\$ 2,740.00			1	\$ 2,740.00	100.00%
SUBTOTAL - ORIGINAL CONTRACT WORK					\$ 828,706.75		\$ 828,706.75				\$ 828,706.75	100.00%

Change Orders

CO1	Silt Fence	809	LF	\$ 1.37	\$ 1,108.33	809	\$ 1,108.33			809	\$ 1,108.33	100.00%
CO2	Low Flow Channel Tie In	1	LS	\$ 840.40	\$ 840.40	1	\$ 840.40			1	\$ 840.40	100.00%
CO3	48" Grouted Boulders	141	CY	\$ 319.00	\$ 44,979.00	141	\$ 44,979.00			141	\$ 44,979.00	100.00%
CO3	Erosion Control Blanket	700	SY	\$ 4.84	\$ 3,388.00	700	\$ 3,388.00			700	\$ 3,388.00	100.00%
CO4	Gravel Maintenance Road	-174.0	TN	\$ 54.00	\$ (9,396.00)	-174	\$ (9,396.00)			-174	\$ (9,396.00)	100.00%
CO4	LOC/Perimeter Fence	-1,000	LF	\$ 2.30	\$ (2,300.00)	-1,000	\$ (2,300.00)			-1,000	\$ (2,300.00)	100.00%
CO4	Sediment Control Log	-70	LF	\$ 2.63	\$ (184.10)	-70	\$ (184.10)			-70	\$ (184.10)	100.00%
CO4	Temporary Riprap Berm	-70	LF	\$ 21.90	\$ (1,533.00)	-70	\$ (1,533.00)			-70	\$ (1,533.00)	100.00%
SUBTOTAL - Change Orders					\$ 36,902.63		\$ 36,902.63				\$ 36,902.63	100.00%
PROJECT TOTAL					\$ 865,609.38		\$ 865,609.38				\$ 865,609.38	100.00%
					Retainage - 5%		\$ 43,280.47				\$ 43,280.47	
					Total Less Retainage		\$ 822,328.91				\$ 822,328.91	

B. Waiver of Lien for Final Payments

TO WHOM IT MAY CONCERN:

The undersigned, being duly sworn, deposes and states as follows: S/he is Project Engineer of ~~THE~~ ESCO Construction, who is the Contractor for the Work on the project located at Pena Blvd & Tower D (the "Project") owned by the Denver High Point at DIA Metropolitan District (the "Owner"). The total amount of the contract including extras is Eight Hundred Sixty Five Thousand Six Hundred nine ³⁸/₁₀₀ Dollars (\$ 865,609.38). The undersigned acknowledges that upon receipt of this final payment, the Contractor has been paid in full the total Agreement Price.

That the undersigned, for and in consideration of the sum of Eight Hundred Sixty Five Thousand Six Hundred nine ³⁸/₁₀₀ Dollars (\$ 865,609.38) paid by Denver High Point at DIA Metropolitan District and received before the signing and sealing of these presents, does hereby acknowledge receipt in full of all sums due Contractor for Work performed or material furnished in connection with the Project, and the undersigned, for and in consideration of the sum aforesaid, and other good and valuable consideration, does hereby waive and relinquish all right, which Contractor can or may have as of this date, to file any lien, mechanics', materialmen's or otherwise, against said above property for or by reason of any Work performed, or material furnished in connection with the construction of said Project. In addition, the undersigned hereby waives and releases any claims against the Owner and its officers or agents in any manner related to or connected with the construction of the Project or the performance of the Work.

The undersigned hereby warrants and represents to the Owner that all suppliers of labor and material to the undersigned on the project have been paid in full and hereby agrees to indemnify and hold harmless the Owner for any costs incurred due to claims threatened or initiated by such suppliers, including attorneys' fees.

DENVER HIGH POINT AT DIA METROPOLITAN DISTRICT
WEST FORK OUTLET DROP STRUCTURE PROJECT



Civil Engineering
Surveying & Geospatial Services
Water Resources Management
GIS Services
Construction Management

November 6, 2017

Colorado International Center Metropolitan District No. 14

Attn: Ms. Megan Becher
c/o: McGeady Becher PC
450 E 17th Ave #400
Denver, CO 80203

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
COLORADO INTERNATIONAL CENTER METROPOLITAN DISTRICT NO. 14
DENVER, COLORADO**

Dear Ms. Becher:

We appreciate the opportunity to submit a proposal to provide District Engineering and Cost Certification Services to Colorado International Center Metropolitan District No. 14 (Client). Manhard Consulting, Ltd. (Manhard) will review costs spent to date associated with Public Improvements, and determine the equitable allocation of costs between Colorado International Center Metropolitan District No. 14 and Aurora High Point at DIA Metropolitan District. Based on conversations with the developer of the project, Manhard understands that there are approximately \$35,000,000 in costs to date to review. Furthermore, there are multiple metropolitan districts involved with the Public Improvements, and the project spans multiple cities and counties. The project is generally located north of 64th Avenue, south of 72nd Avenue, west of Dunkirk Street and east of Tower Road in Denver. The Project is located within the City of Aurora and City and County of Denver in the State of Colorado. Estimated fees included in this proposal assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

EXHIBIT A

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Determine equitable allocation of costs between multiple Metropolitan Districts.
4. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
5. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

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EXHIBIT B
COMPENSATION

I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATED TOTAL \$20,000

TIME & MATERIALS (SUGGESTED BUDGET)
Estimated budget costs to be shared by multiple Metropolitan Districts

Reimbursable expenses shall mean one hundred eighteen percent (118%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

We have also included "Exhibit C", which identifies Manhard's hourly rate schedule.

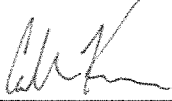
The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2017 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Yours truly,

MANHARD CONSULTING



Collin Koranda, PE
Project Manager



Tim McCarthy, PE
Vice President

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____.

**ACCEPTED: COLORADO INTERNATIONAL CENTER
METROPOLITAN DISTRICT NO. 14**

By: _____
(Authorized Representative)

(Printed Name)

TITLE: _____

DATE: _____

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

January 26, 2015

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Manhard PROPOSAL to which these terms are attached (collectively this “Agreement”) shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Manhard. If the Client and Manhard cannot agree on a mediator, then each of Client and Manhard shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Manhard shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Manhard.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client’s behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Manhard shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Manhard shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney’s fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Manhard.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Manhard under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Illinois.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Manhard, Client agrees to immediately notify Manhard of the same, in writing. Manhard shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Manhard of any defects within thirty (30) working days of learning of the defects, any objections to Manhard’s work shall be waived. Manhard will not accept any backcharges unless Client has complied with the foregoing and allowed Manhard the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Manhard shall not be responsible for damages arising directly from any delays for causes beyond Manhard’s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client’s contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Manhard to perform its services in an orderly and efficient manner, Manhard shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER’S OPINION OF PROBABLE COST** – Manhard’s Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Manhard’s experience and qualifications and represents Manhard’s judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Manhard has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor’s methods of determining prices, or competitive bidding or market conditions, Manhard cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Manhard’s Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Manhard, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Client’s negligence or the negligence of Client’s agents. This indemnity shall not require the Client to indemnify Manhard for the negligent acts of Manhard or its agents.

To the fullest extent permitted by law, Manhard shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Manhard’s negligence or the negligence of Manhard’s agents. This indemnity shall not require Manhard to indemnify the Client for the negligent acts of the Client or its agents.
12. **MANHARD’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Manhard shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Manhard’s negligence:

- a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- 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 each accident.

At the Client's request, Manhard shall (i) provide a Certificate of Insurance evidencing Manhard's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF MANHARD'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Manhard, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Manhard and Manhard's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Manhard's or Manhard's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Manhard.

Client acknowledges and understands that Manhard's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Manhard's fee and services, it is unreasonable to hold Manhard responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.
15. **MANHARD'S RELIANCE ON INFORMATION PROVIDED** – Manhard may rely on the accuracy and completeness of any information furnished to Manhard by or on Client's behalf. Furthermore, Client agrees to hold Manhard harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Manhard.
16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of Invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Manhard for services and expenses within thirty days after receipt of Manhard's invoice therefore, the amounts due Manhard will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Manhard may, after giving notice to Client, suspend services under this Agreement until Manhard has been paid in full all amounts due for services, expenses and charges. In the event Manhard elects to suspend its services, and after receipt of payment in full by Client, Manhard shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Manhard to resume performance. In addition, prior to commencing such services, Manhard shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Manhard shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.
17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Manhard does not warrant, represent or guarantee that the permits or approvals will be issued.
18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.
19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
20. **STANDARD OF CARE** – Manhard will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.
21. **TERMINATION** – This Contract shall terminate at the time Manhard has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Manhard through the date of termination.
22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Manhard is intended to be a third party beneficiary of the construction contract entered into between owner and Client.
23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Manhard grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Manhard. The authorized reproduction of the documents/electronic data from

Manhard's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Manhard cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Manhard harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Manhard mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **MANHARD'S SITE VISITS** – If requested by Client or as required by the Proposal, Manhard shall visit the site at intervals appropriate to the various stages of construction as Manhard deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Manhard are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Manhard in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Manhard's exercise of professional judgment. Based on information obtained during such visits and such observations, Manhard shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Manhard shall keep Client informed of the progress of the work.

The purpose of Manhard's visits to the site will be to enable Manhard to better carry out the duties and responsibilities assigned to and undertaken by Manhard hereunder including, but not limited to, visits during the Construction Phase and the Surveying Phase. Manhard shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Manhard have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Manhard neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Manhard will provide such services as the resident project representative as an Additional Service.

Manhard shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Manhard shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Manhard's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Manhard that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Manhard, its officers, directors, employees and subconsultants (collectively, Manhard) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Manhard. If the Client requests in writing that Manhard provide any specific construction phase services and if Manhard agrees in writing to provide such services, then Manhard shall be compensated for Additional Services as provided in Exhibit A.

EXHIBIT C

SCHEDULE OF TIME
AND MATERIAL RATES FOR 2017

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$195.00
Executive Vice President	\$195.00
Vice President	\$185.00
Senior Project Manager	\$155.00 - \$175.00
Director	\$155.00
Project Manager	\$135.00 - \$145.00
Project Engineer	\$115.00 - \$140.00
Senior Design Technician	\$115.00 - \$120.00
Staff Engineer	\$95.00 - \$105.00
Design Technician	\$90.00 - \$105.00
Engineering CADD/G.I.S. Technician	\$75.00 - \$95.00
Senior Planner	\$125.00 - \$180.00
Staff Planner	\$70.00 - \$120.00
Landscape Designer/Architect	\$80.00 - \$90.00
Senior Construction Manager	\$130.00
Project Surveyor	\$120.00
Construction Manager/Coordinator	\$100.00 - \$115.00
Staff Surveyor	\$105.00
Survey/Construction Technician	\$75.00 - \$90.00
Construction Inspector	\$65.00 - \$85.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00
Intern	\$50.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf