

CONCORD METROPOLITAN DISTRICT

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

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Wednesday, November 1, 2023

TIME: 12:00 p.m.

LOCATION: (Hybrid) CliftonLarsonAllen LLP
8390 E. Crescent Pkwy., Ste. 300
Greenwood Village, CO 80111

You can also attend the meetings in any of the following ways:

- 1. Online Microsoft Teams Meeting – via link below:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ODgxOWUzZDQtMTQ1ZC00YmUzLWEyNmYtZTMMyMDZiNmE1MWQ4%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-965cf9ef152f%22%7d

ACCESS:

OR

Dial In: 1-720-547-5281 Conference ID: 216 996 519#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Jeff Evans	President	May 2027
Hank Vanderryst	Secretary/Treasurer	May 2025
Mike Evans	Assistant Secretary/Treasurer	May 2025
VACANCY	Assistant Secretary/Treasurer	May 2025
VACANCY	Assistant Secretary/Treasurer	May 2027

I. ADMINISTRATIVE MATTERS

- A. Call to Order and approval of agenda.
- B. Present Disclosures of Potential Conflicts of Interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public Comment

- E. Minutes of the August 2, 2023 Special Meeting (enclosure).
- F. Consider Adoption of Resolution 2023-11-01, Regarding 2023 Annual Administrative Matters (enclosure).

II. FINANCIAL ITEMS

- A. Review and Accept September 30, 2023 Unaudited Financial Statements (to be distributed) and November 2023 Cash Position Report (enclosure).
- B. Ratify Approval of Claims Totaling \$34,242.92 and Directors' Fees (enclosure).
- C. Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution 2023-11-02 to Amend the 2023 Budget (enclosure).
- D. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution No. 2023-11-03 to Adopt the 2024 Budget and Appropriate Sums of Money and Set Mill Levies (enclosure).
- E. Authorize District Accountant to prepare the DLG-70 Certification of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- F. Consider approval of engagement letter with Simmons & Wheeler, P.C. to prepare 2024 Audit (to be distributed).
- G. Consider appointment of District Accountant to prepare 2025 Budget.

III. LEGAL MATTERS

- A. Review and Consider Approval of 2024 Resolution of Workers Comp Coverage Exclusion (enclosure).

IV. COVENANT ENFORCEMENT/DESIGN REVIEW

V. CONSTRUCTION MATTERS

VI. MANAGER MATTERS

- A. Concord Business Center Design Guidelines, Development Application and Development Application Checklist (enclosures).
- B. Discuss and consider approval of 2024 insurance renewal. Consider adoption of documents needed to obtain or maintain insurance coverage through the Colorado Special Districts Property and Liability Pool or T. Charles Wilson Risk Management and authorize membership in the Special District Association (to be distributed).
- C. Consider Approval of CliftonLarsonAllen LLP Master Service Agreement and related Statement(s) of Work (enclosures).

VII. DIRECTOR MATTERS

VIII. OTHER BUSINESS

- A. Confirm Quorum for Next Meeting – February 7, 2024 at 12:00 p.m. at
CliftonLarsonAllen LLP, 8390 E. Crescent Pkwy., Ste. 300, Greenwood Village, CO
80111

IX. ADJOURNMENT

The next regular meeting is scheduled for February 7, 2024.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CONCORD METROPOLITAN DISTRICT (THE “DISTRICT”) HELD AUGUST 2, 2023

A special hybrid meeting of the Board of Directors of the Concord Metropolitan District (referred to hereafter as the “Board”) was convened on Wednesday, August 2, 2023, at 11:00 a.m. at CliftonLarsonAllen LLP, 8390 E/ Crescent Pkwy., Ste/ 300, Greenwood Village, CO 80111 and MS Teams. This meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Jeff Evans, President
Hank Vanderryst, Secretary/Treasurer
Mike Evans; Assistant Secretary

Also, In Attendance Were:

Shauna D’Amato & Lindsay Ross; CliftonLarsonAllen LLP
Jadyn Mullikin (CliftonLarsonAllen LLP Intern)
Russ Dykstra; Spencer Fane LLP (via MS TEAMS)

ADMINISTRATIVE MATTERS

Call to Order and Approval of Agenda: Ms. D’Amato called the meeting to order at 11:33 a.m.

Upon a motion duly made by Director Jeff Evans, seconded by Director Vanderryst and, upon vote, unanimously carried, the Board approved the Agenda as presented.

Disclosures of Potential Conflicts of Interest: Written conflict of interest disclosure statements were filed with the Secretary of State on behalf of the District 72 hours prior to this meeting.

Confirm quorum, location of meeting and posting of meeting notices: A quorum was confirmed and Ms. D’Amato noted all notices have been posted.

Public Comment: There were no public comments.

Minutes of May 3, 2023 Regular Meeting: Upon a motion duly made by Director Jeff Evans, seconded by Director Vanderryst and, upon vote, unanimously carried, the Board approved the May 3, 2023 Regular Meeting Minutes.

FINANCIAL MATTERS

Accept June 30, 2023 Unaudited Financial Statements and Cash Position Report: Ms. Ross reviewed the June 30, 2023 Unaudited Financial Statements and Cash Position Report with the Board. Following review and discussion, upon

RECORD OF PROCEEDINGS

a motion duly made by Director Jeff Evans, seconded by Director Vanderryst and, upon vote, unanimously carried, the Board accepted the June 30, 2023 Unaudited Financial Statement and Cash Position Report.

Ratify Approval of Claims Totaling \$9,659.73 and Directors' Fees: Ms. Ross reviewed the claims and Directors' fees with the Board. Following review, upon a motion duly made by Director Jeff Evans, seconded by Director J. Vanderryst and, upon vote, unanimously carried, the Board ratified the claims totaling \$9,659.73 and Directors' Fees as presented.

LEGAL
MATTERS

None.

MANAGER
MATTERS

Landscape Maintenance Updates: Ms. D'Amato provided an update to the Board noting that flowers are currently blooming at Monument Sign.

Revised Guidelines and Application Form: Following Board discussion, upon a motion duly made by Director Mike Evans, seconded by Director Vanderryst and, upon vote, unanimously carried, the Board approved the revised guidelines and application form, subject to final review by Director Jeff Evans and legal counsel.

DIRECTOR
ITEMS

None.

OTHER BUSINESS

Quorum for Next Meeting – November 1, 2023 Regular Meeting at 12:00 p.m.: The Board confirmed a quorum for the November 1, 2023 meeting.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Jeff Evans, seconded by Director Vanderryst and, upon vote, unanimously carried, the meeting was adjourned at 11:57 a.m.

Respectfully submitted,

By _____
Secretary for the Meeting

**RESOLUTION OF THE BOARD OF DIRECTORS
OF CONCORD METROPOLITAN DISTRICT
CONCERNING ANNUAL ADMINISTRATIVE MATTERS
2024**

WHEREAS, the Board of Directors of the Concord Metropolitan District (the “District”) is to perform certain tasks on a recurring basis in the operation of the District;

NOW, THEREFORE, BE IT RESOLVED by the Concord Metropolitan District within the County of Douglas, State of Colorado, as follows:

1. Contact Person. The Board of Directors of the District (the “Board”) directs the District Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government of the name of the Chair of the Board, the contact person located within the District, if available, telephone number, and business address of the District on or before January 15, as required by Section 32-1-104(2), C.R.S. The Board hereby names the District Manager as the contact person within the District. The contact person is authorized, under Section 24-10-109(3)(b), C.R.S., to accept notices of claims against the District as the District’s agent and, if any such claim is received, must promptly notify the President of the Board and the attorney for the District of such receipt.

2. Map. The Board directs the District Manager to prepare an accurate map as specified by the Division of Local Government for filing with the Division, the County Assessor, and the County Clerk and Recorder on or before January 1, as required by Section 32-1-306, C.R.S. If there have been no changes to the boundaries of the District since the filing of an accurate map, the District Manager may notify the above-mentioned entities in a letter that no changes have been made to the map.

3. Budget. The Board directs the District Accountant and the District Manager to submit a proposed budget to the Board by October 15; to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolution and budget message, the certification of mill levies, and any budget amendment(s) needed; to certify the mill levies on or before December 15; and to file the approved budget and amendment(s) with the proper governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S. If no mill levy is to be certified, such actions may be completed by December 31.

4. Intergovernmental Agreements. If the District receives a written request from the Division of Local Government, the Board directs the District Manager to prepare and file within thirty days of such request, an informational listing of all contracts in effect with other political subdivisions, in compliance with Section 29-1-205, C.R.S.

5. Notice to Electors (Transparency Notice). The Board directs that no more than sixty days prior to and not later than January 15, the District Manager will prepare and distribute

the Notice to Electors pursuant to and in a matter prescribed by Section 32-1-809, C.R.S. The Board further directs that in compliance with Section 32-1-104(2), C.R.S., the Notice will be filed with the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of the municipality in which the District is located, if applicable, and the Division of Local Government and a copy made available for public inspection at the District's business office.

6. Annual Securities Report. If required, the Board directs the District Manager to prepare and file the annual public securities report for nonrated public securities issued by the District (if any), with the Department of Local Affairs on or before March 1, in accordance with Sections 11-58-101 to 11-58-107, C.R.S.

7. Audit/Audit Exemption. The Board directs that an audit of the financial statements be prepared and submitted to the Board before June 30 and further directs that the Audit be filed with the State Auditor by July 31, as required by Section 29-1-606, C.R.S. In the event that the timetable will not be met, the District auditor and the Accountant are directed to request extensions of time to file the audit as needed. If neither the revenues nor the expenditures for the past year exceed \$100,000, then the Board directs that a short form application for exemption from audit shall be prepared. If either revenues or expenditures are greater than \$100,000 but are less than or equal to \$750,000, then the Board directs that a long form application for exemption from audit shall be prepared. The short form or long form application shall be submitted to the Board and then filed with the State Auditor by March 31, as required by Section 29-1-604, C.R.S.

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

9. Public Records. The Board designates the Board Secretary as the official custodian of public records as such term is used in Section 24-72-202, C.R.S., with the functions thereof hereby delegated to the District Manager as the custodian as defined in 24-72-202(1.1), C.R.S. The custodian is authorized to develop such procedures as may be reasonably required for the protection and retention of such records. On behalf of the District, the custodian may charge the maximum fees allowed by law for copies, research and retrieval, development of privilege log, and such other services as are authorized by law. Any cost associated with any research and retrieval of public records is outlined in the Resolution Adopting Policies and Fee Schedule for the Handling of Record Requests Under the Colorado Open Records Act.

10. CORA Policy. Pursuant to Colorado Open Records Act, Section 24-72-205, C.R.S. ("CORA"), the Board has adopted a policy concerning research and retrieval fees for public records. The Board directs the District Manager to update the District's Notice to Electors (Transparency Notice) with the District's CORA policy information as required by the statute.

11. Data Privacy Policy. Pursuant to Sections 24-73-101, *et seq.*, C.R.S., the Board has previously adopted a written policy for the destruction of documents containing personal identifying information, for implementing reasonable security procedures and practices to protect personal identifying information, and for notifying Colorado residents of a security breach or possible security breach.

12. E-mail Policy. Pursuant to Section 24-72-204.5, C.R.S., the Board hereby adopts a written policy that District management may monitor electronic mail communications at any time, with or without cause, and further states that correspondence of any employee in the form of electronic mail may be a public record under the public records law and may be subject to public inspection under Section 24-72-203, C.R.S.

The Board further directs that when and if the District has employees, the following electronic mail policy will be in effect:

A. All employees of the District may have access to the District's electronic mail communications system, which access may include utilization of a District-assigned email address for use in both internal and external email communications.

B. Employees cannot expect a right of privacy in their use of the District's electronic communications system.

C. Employees understand, acknowledge and agree that all communications in the form of electronic mail may be considered a public record pursuant to CORA and may be subject to public inspection pursuant to C.R.S. Section 24-72-203 of CORA.

D. The District reserves the right to monitor an employee's electronic mail communication(s) including, but not limited to, circumstances where the District, in its sole discretion, reasonably believes that such communication(s) may be considered a public record pursuant to C.R.S. § 24-72-203 of CORA.

13. Fair Campaign Practices Act – Gifts and Honoraria. The Board is reminded that in accordance with the Fair Campaign Practices Act, each Board member is required to report to, and in a manner prescribed by, the Secretary of State certain items received in connection with their service, such report to be filed on or before January 15, April 15, July 15, and October 15 of each year, as required by Sections 1-45-109 and 24-6-203, C.R.S. No report needs to be filed unless a director receives \$53 or more in cash or loans, or real or personal property having a value of \$53 or more. Further, the Board is reminded that in accordance with Section 24-6-203, C.R.S., if a Board member receives annual compensation from the District of more than \$2,400, then the Board member is required to file a quarterly report in the prescribed manner with the Secretary of State.

14. Newspaper. The Board designates the *Douglas County News-Press* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in the afore-named newspaper, in accordance with Section 32-1-103(15), C.R.S. If

publication in such newspaper is impossible or impracticable, then any legal newspaper published in the county may be used as an alternative.

15. Director Compensation/FICA. The Board of Directors of the District determines that each director shall receive compensation for services as directors, at the maximum rate allowed by law, in accordance with 32-1-902(3)(a)(I) & (II), C.R.S. The Board recognizes that the Internal Revenue Service has determined that directors of special districts are considered employees of the District and as such, must pay federal employment taxes on the compensation they receive for services performed as a director. The Board, therefore, directs the District Accountant to withhold federal employment taxes from the amount that the directors receive in compensation and to furnish each director with an annual IRS W-2 form.

16. Director Qualification. Pursuant to Section 32-1-901, C.R.S., the District determines that each present and future member of the Board shall have in the District files, with annual confirmation thereof by the District’s custodian of public records, a complete and executed Certificate of Appointment (if the director is appointed), current Oath of Office and applicable Surety Bond, and that copies of each be submitted to the Division of Local Government and the District Court as necessary and as may be requested.

17. Officers. The District has elected, in accordance with Section 32-1-902, C.R.S., the following officers for the District:

Name	Title
Jeffrey Evans	President
Henry Vanderryst	Secretary/Treasurer
Michael Evans	Assistant Secretary and Treasurer
Vacancy	
Vacancy	

Unless the District acts to elect new officers, or an officer resigns his or her office, such officers shall serve indefinitely.

18. Director Indemnification. The Board of Directors of the District extends the current indemnification resolution to allow the resolution to continue in effect as written. In the event an indemnification resolution is not in effect, then the approval of this administrative matters resolution shall be deemed to authorize indemnification of the directors of the District when acting in good faith within the scope of their duties and in the best interests of the District, to the fullest extent allowed by law.

19. Designated Posting Location for the Posting of Meeting Notices. Pursuant to Sections 24-6-402(2)(c)(I) and 32-1-903, C.R.S., the Board of Directors of the District has adopted a Resolution Concerning Online Notice of Public Meetings, which authorizes the Board to post notices of its public meetings, including specific agenda information, on the following public website: www.concordmetropolitandistrict.com no less than twenty-four hours prior to the holding of the meeting. In the event the District is unable to post a notice online in exigent or emergency circumstances, such as a power outage or an interruption in

internet service that prevents the public from accessing the notice online, in accordance with Section 24-6-402(2)(c)(III), C.R.S., the Board designates the following location within the District's boundaries as the official designated posting place for the posting of meeting agendas no less than twenty-four hours prior to the meeting: *a utility box at the northeast corner of Peoria and Compark Blvd.*

20. Meetings. Consistent with the provisions of Section 32-1-903, C.R.S., as amended, the District may hold meetings of the Board at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

The Board determines to hold regular meetings on the first Wednesday of February, May, August, and November at 12:00 p.m. by in-person means; provided, the Board may, from time to time, determine to hold any meeting at a physical location or by telephonic, electronic, or virtual means, or a combination of the foregoing, in its discretion as an administrative matter without the need for amending this resolution.

In addition, regular and special meeting notices shall be posted as identified above in accordance with Section 24-6-402(2)(c), C.R.S. The Board directs the District Manager to prepare notices for posting in accordance with Section 32-1-903, C.R.S. Legal Counsel shall revise the notices when the Board intends to make a final determination to issue or refund general obligation indebtedness, to consolidate the District, to dissolve the District, to file a plan for adjustment of debt under federal bankruptcy law, to enter into a private contract with a director, or not to make a scheduled bond payment.

21. Annual Meeting. Because [the District was formed prior to January 1, 2000, the District is not required to hold an annual meeting as set forth in Section 32-1-903(6)(a), C.R.S.

22. Elections. Katie Stahl of Spencer Fane LLP is hereby appointed as the "Designated Election Official" of the Board for any elections to be held by the District unless another Designated Election Official is appointed by resolution of the Board. In accordance with Section 1-1-111(2), C.R.S., 13.5 of Title 1, C.R.S., or applicable law, the Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official and that the election shall be held and conducted in accordance with the Local Government Election Code, applicable portions of the Uniform Election Code of 1992, as amended and supplemented by Const. Colo. Art. X, Sec 20, the Current Rules and Regulations Governing Election Procedures of the Secretary of State of the State of Colorado, and Title 32, Article 1, Part 8, Colorado Revised Statutes, and other relevant Colorado and federal law. Further, the Board directs the Designated Election Official to notify the Division of Local Government of the results of any election held by the District, including business address, telephone number and the contact person; and to certify the results of any election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of a municipality, in accordance with Sections 1-11-103, 32-1-104(1), and 32-1-1101.5, C.R.S.

23. Elections; Call for Nominations. The District was formed on November 17, 1999. For Districts formed prior to January 1, 2000, the call for nominations required by Section 1-13.5-501 shall be made by:

- A. publication; and
- B. posting the information on the official website of the District.

24. Independent Mail Ballot Elections. The Board deems it expedient for the convenience of the electors that all regular and special elections of the District shall be conducted as an independent mail ballot election in accordance with Section 1-13.5-1101, C.R.S., unless a polling place election is deemed necessary and expressed in a separate election resolution.

25. Notice of Indebtedness. In accordance with C.R.S. Sections 32-1-1604 and 1101.5(1), the Board directs the District Manager to issue notice of indebtedness to the Board of County Commissioners and to record such notice with the County Clerk and Recorder within 30 days of incurring or authorizing of any indebtedness.

26. Quinquennial Findings. If requested, the Board directs the District Manager to prepare and file with the Board of County Commissioners the quinquennial finding of reasonable diligence, in accordance with Sections 32-1-1101.5(1.5) and (2), C.R.S.

27. Annual Report. If requested or required, the Board directs the District Manager to prepare and file the special district annual report, in accordance with Section 32-1-207(3)(c), C.R.S. If the District was formed prior to July 1, 2000, the Annual Report is only due upon request by the Board of County Commissioners or governing body of the municipality, unless otherwise specified in the District's Service Plan.

28. Disclosure of Potential Conflict of Interest. The Board has determined that Legal Counsel may file general conflict of interest disclosure forms, if any, provided by the directors with the Secretary of State each year, which forms may be updated on an annual basis through information the directors give to Legal Counsel. If a specific conflict arises regarding a certain transaction of the Board, the director is required to notify Legal Counsel at least five days prior to the date of the meeting so that the transactional disclosure form may be filed in a timely manner, in accordance with Sections 32-1-902(3) and 18-8-308, C.R.S. Additionally, at the beginning of every term, Legal Counsel may request that each Board member submit information regarding actual or potential conflicts of interest.

29. Special District Association. The District is currently a member of the Special District Association ("SDA"), the Board directs the District Accountant to pay the annual SDA membership dues in a timely manner.

30. Insurance. The Board directs the District Manager to at least biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

31. Promissory Notes. The District has no outstanding promissory notes.

32. Outstanding General Obligation Indebtedness. The District has the following outstanding general obligation bonds or multiple fiscal year financial obligations: Series 2020 Tax-Exempt General Obligation Refunding Bond, in the principal amount of \$3,365,000; issued on September 3, 2020.

33. Continuing Disclosure. Legal Counsel shall provide continuing disclosure service if and as applicable to the bonds and other financial obligations of the District.

34. Workers' Compensation. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the elected and appointed officials of the District shall not be deemed to be employees within the meaning of Section 8-40-202(1)(a), C.R.S. Such exclusion shall apply for all policy years until such time as the exclusion may be repealed by the Board of Directors of the District or unless Legal Counsel at the direction of the Board acquires coverage.

35. PDPA. Pursuant to the provisions of the Colorado Public Deposit Protection Act, Section 11-10.5-101, et seq., C.R.S., the Board appoints the District Manager as the official custodian of public deposits.

36. Water or Sewer Rates. The Board directs that any Board action to fix or increase fees, rates, tolls, penalties or charges for domestic water or sanitary sewer service rates will be taken after consideration at a public meeting. Such public meeting will be held at least thirty days after providing notice to the customers receiving the water or sewer services from the District. Notice will be made pursuant to and in a matter prescribed by Section 32-1-1001(2)(a), C.R.S.

37. Inclusions/Exclusions of Property. The Board directs Legal Counsel to handle all procedures required under the Colorado state statutes regarding the inclusion and exclusion of property into and out of the District's boundaries.

38. Public Disclosure Statement. Pursuant to Section 32-1-104.8, C.R.S., the Board directs Legal Counsel to prepare and record a special district public disclosure document, including a map showing the boundaries of the District, with the County Clerk and Recorder at the same time as any subsequent order or decree approving an inclusion of property into the District.

39. Underground and Aboveground Storage Tanks. If applicable, the Board directs the District Manager to register and renew annually all underground and/or aboveground storage tanks with the state inspector of oils.

40. Underground Facility Locating. If applicable, the Board directs the District Manager to provide accurate information regarding the boundaries of the District's service area, the type of underground facility(ies) that may be encountered within such service area, and the name, address and telephone number of a person who shall be the designated contact person for the information regarding the District's underground facilities, along with information concerning underground facilities that the District owns or operates which are not located within the designated service area to the Utility Notification Center of Colorado. The Board

further authorizes the District to maintain its membership in the notification association as a “Tier 1” member, if applicable.

41. Recording of Conveyances of Real Property to the District. Pursuant to Section 38-35-109.5(2), C.R.S., Legal Counsel is designated as an appropriate official to record conveyances of real property to the District within thirty days of such conveyance.

42. Ratification of Past Actions. The Board members have reviewed the minutes of every meeting of the Board conducted in 2023, and the Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken in 2023.

43. Emergency Liaison Officer. The Board designates the President of the District, in his/her capacity as elected official for the District, as the Emergency Liaison Officer responsible for facilitating the cooperation and protection of the District in the work of disaster prevention, preparedness, response, and recovery with the Colorado Office of Emergency Management and any local disaster agencies. The Emergency Liaison Officer shall have the authority to designate such agents as (s)he shall determine appropriate to perform any and all acts necessary to facilitate the responsibilities of the Emergency Liaison Officer.

44. Execution of District Documents By Electronic Methods. Where necessary, convenient and permissible by law, the Board authorizes the execution of District documents on behalf of the Board through electronic methods such as DocuSign, electronic PDF, or similar means and in multiple counterparts, all of which shall constitute single, valid documents of the Board as if signed in paper format.

45. Official District Website. If requested or required, the Board directs the District Manager to establish and maintain an official District website. The official District website is: www.concordmetropolitandistrict.com.

The District was formed on November 17, 1999 (prior to January 1, 2000). Therefore, no official district website is required under Section 32-1-104.5, C.R.S. If the District elects to establish and maintain an official District website, it may do so in the discretion of the Board either as set forth elsewhere in this Resolution or by separate Board action.

46. Dates Herein. All dates set forth in this Resolution shall be in 2024 unless otherwise specified.

47. Automatic Renewal. This Resolution shall be deemed renewed each year until terminated or a new resolution is adopted.

[Signatures on Following Page]

Adopted and approved this 1st day of November, 2023.

CONCORD METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

CONCORD METROPOLITAN DISTRICT
Schedule of Cash Position
September 30, 2023
Updated as of October 25, 2023

	General	Debt Service	Capital Projects	Total
<u>1st Bank Checking</u>				
Balance as of 9/30/2023	\$ 4,706.45	\$ -	\$ -	\$ 4,706.45
Subsequent activities:				-
10/20/2023 ACWWA	(209.35)		-	(209.35)
10/20/2023 Transfer from ColoTrust	25,000.00	-	-	25,000.00
10/23/2023 Bill.com Payments	(22,308.71)	-	-	(22,308.71)
Anticipated Bill.com Payments	-	-	-	-
<i>Anticipated balance</i>	<u>7,188.39</u>	<u>-</u>	<u>-</u>	<u>7,188.39</u>
<u>Colostrust General</u>				
Balance as of 9/30/2023	396,896.62	399,351.83	729,770.82	1,526,019.27
Subsequent activities:				
10/10/2023 September P/SO Tax	2,798.08	6,995.23	-	9,793.31
10/20/2023 Transfer to 1st Bank	(25,000.00)	-	-	(25,000.00)
<i>Anticipated Transfer from Colostrust Reserve</i>	-	0.06	-	0.06
<i>Anticipated Transfer from Colostrust Mill Levy Stabilizator.</i>	-	0.05	-	0.05
<i>Anticipated balance</i>	<u>374,694.70</u>	<u>406,347.17</u>	<u>729,770.82</u>	<u>1,510,812.69</u>
<u>Colostrust Reserve Fund</u>				
Balance as of 9/30/2023	-	0.06	-	0.06
Subsequent activities:				
<i>Anticipated Transfer to Colostrust</i>	-	(0.06)	-	(0.06)
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>Colostrust Mill Levy Stabilization Fund</u>				
Balance as of 9/30/2023	-	0.05	-	0.05
Subsequent activities:				
<i>Anticipated Transfer to Colostrust</i>	-	(0.05)	-	(0.05)
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>BOK Series 2019 P & I Fund</u>				
Balance as of 9/30/2023	-	-	-	-
Subsequent activities:				
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<i>Anticipated balances</i>	<u>\$ 381,883.09</u>	<u>\$ 406,347.17</u>	<u>\$ 729,770.82</u>	<u>\$ 1,518,001.08</u>

Current Yield (As of 9/30/2023)

Colostrust Plus 5.5058%

Concord Metropolitan District
 Claims Paid July 27 - October 27, 2023

Process Date	Vendor	Invoice Number	Payment Method	Amount
8/3/2023	CliftonLarsonAllen LLP	Multiple	BILL EFT	\$ 8,157.54
8/3/2023	Colorado Designscapes Inc	Multiple	BILL Check	801.67
8/3/2023	StudioBridge, LLC	23-105	BILL Check	2,975.00
10/23/2023	CliftonLarsonAllen LLP	3833642	BILL EFT	1,334.15
10/23/2023	CliftonLarsonAllen LLP	3870822	BILL EFT	1,935.42
10/23/2023	CliftonLarsonAllen LLP	3834288	BILL EFT	2,785.87
10/23/2023	CliftonLarsonAllen LLP	3870882	BILL EFT	3,478.88
10/23/2023	Colorado Designscapes Inc	Multiple	BILL Check	1,327.39
10/23/2023	Spencer Fane LLP	Multiple	BILL EFT	2,697.00
10/23/2023	StudioBridge, LLC	Multiple	BILL Check	8,750.00
			Total Claims Paid	\$ 34,242.92

**RESOLUTION 2023-11-02 TO AMEND 2023 BUDGET
CONCORD METROPOLITAN DISTRICT**

WHEREAS, the Board of Directors of the Concord Metropolitan District appropriated funds for the fiscal year 2023 as follows:

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

; and

WHEREAS, the necessity has arisen for additional expenditures or appropriations requiring the expenditure of funds in excess of those appropriated for the fiscal year 2023; and

WHEREAS, the expenditures are a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, the necessity has arisen for additional appropriations and expenditures of funds as reflected by satisfactory evidence presented to and accepted by the Board of Directors at this meeting and set out in the amended budget attached hereto as **Exhibit A**; and

WHEREAS, funds are available for such expenditures from revenue funds available to the District; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget amendment was available for inspection by the public at a designated public office, a public hearing was held on November 1, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Concord Metropolitan District shall and hereby does amend the budget for the fiscal year 2023 as follows:

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

BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the above-referenced Fund(s) for the purposes stated in **Exhibit A** and, if applicable, that such action of the Board is hereby ratified and approved *nunc pro tunc* as of the date of the actual expenditures.

[remainder of page intentionally left blank; signature page follows]

ADOPTED this 1st day of November, 2023.

CONCORD METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT A

CONCORD METRO DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024

**SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/27/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 8/31/2023	ESTIMATED 2023	BUDGET 1 2024	BUDGET 2 2024
BEGINNING FUND BALANCES	\$ 957,936	\$ 1,090,958	\$ 1,116,572	\$ 1,116,570	\$ 1,252,223	\$ 1,252,223
REVENUES						
Property taxes	423,550	438,740	424,040	438,740	561,525	560,523
Specific ownership taxes	37,496	39,487	23,855	39,487	50,537	50,447
Interest income	22,341	15,781	45,232	45,000	40,184	40,184
SEMSWA reimbursements	31,566	-	-	-	-	-
Total revenues	514,953	494,008	493,127	523,227	652,246	651,154
Total funds available	1,472,889	1,584,966	1,609,699	1,639,797	1,904,469	1,903,377
EXPENDITURES						
General Fund	82,882	117,000	74,467	113,533	119,000	119,000
Debt Service Fund	273,437	279,993	36,458	274,041	280,000	280,000
Capital Projects Fund	-	700,743	-	-	742,000	742,000
Total expenditures	356,319	1,097,736	110,925	387,574	1,141,000	1,141,000
Total expenditures and transfers out requiring appropriation	356,319	1,097,736	110,925	387,574	1,141,000	1,141,000
ENDING FUND BALANCES	\$ 1,116,570	\$ 487,230	\$ 1,498,774	\$ 1,252,223	\$ 763,469	\$ 762,377
EMERGENCY RESERVE	\$ 4,200	\$ 4,300	\$ 4,300	\$ 4,500	\$ 5,700	\$ 5,700
AVAILABLE FOR OPERATIONS	307,685	319,887	373,161	342,988	412,663	412,350
TOTAL RESERVE	\$ 311,885	\$ 324,187	\$ 377,461	\$ 347,488	\$ 418,363	\$ 418,050

** Budget 2 reflects revenues based on Preliminary Assesed Valuations if Proposition HH passes in November 2023.

CONCORD METRO DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,

10/27/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 8/31/2023	ESTIMATED 2023	BUDGET 1 2024	BUDGET 2 2024
ASSESSED VALUATION						
Industrial	\$ 37,407,900	\$ 37,233,470	\$ 37,233,470	\$ 37,233,470	\$ 48,566,520	\$ 48,480,123
State assessed	200	900	900	900	1,000	998
Vacant land	210	210	210	210	310	309
Personal property	23,166,340	25,442,520	25,442,520	25,442,520	31,650,000	31,593,280
Certified Assessed Value	<u>\$ 60,574,650</u>	<u>\$ 62,677,100</u>	<u>\$ 62,677,100</u>	<u>\$ 62,677,100</u>	<u>\$ 80,217,830</u>	<u>\$ 80,074,710</u>
MILL LEVY						
General	2.000	2.000	2.000	2.000	2.000	2.000
Debt Service	5.000	5.000	5.000	5.000	5.000	5.000
Total mill levy	<u>7.000</u>	<u>7.000</u>	<u>7.000</u>	<u>7.000</u>	<u>7.000</u>	<u>7.000</u>
PROPERTY TAXES						
General	\$ 121,149	\$ 125,354	\$ 125,354	\$ 125,354	\$ 160,436	\$ 160,149
Debt Service	302,873	313,386	313,386	313,386	401,089	400,374
Levied property taxes	424,022	438,740	438,740	438,740	561,525	560,523
Adjustments to actual/rounding	(472)	-	(21,437)	-	-	-
Budgeted property taxes	<u>\$ 423,550</u>	<u>\$ 438,740</u>	<u>\$ 417,303</u>	<u>\$ 438,740</u>	<u>\$ 561,525</u>	<u>\$ 560,523</u>
BUDGETED PROPERTY TAXES						
General	\$ 121,014	\$ 125,354	\$ 119,229	\$ 125,354	\$ 160,436	\$ 160,149
Debt Service	302,536	313,386	298,074	313,386	401,089	400,374
	<u>\$ 423,550</u>	<u>\$ 438,740</u>	<u>\$ 417,303</u>	<u>\$ 438,740</u>	<u>\$ 561,525</u>	<u>\$ 560,523</u>

*** Budget 2 reflects Preliminary Assesed Valuations if Proposition HH passes in November 2023.*

**CONCORD METRO DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/27/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 8/31/2023	ESTIMATED 2023	BUDGET 1 2024	BUDGET 2 2024
BEGINNING FUND BALANCES	\$ 257,330	\$ 298,238	\$ 311,886	\$ 311,885	\$ 347,488	\$ 347,488
REVENUES						
Property taxes	121,014	125,354	121,154	125,354	160,436	160,149
Specific ownership taxes	10,713	11,282	6,816	11,282	14,439	14,413
Interest income	5,710	6,313	12,072	12,500	15,000	15,000
Total revenues	137,437	142,949	140,042	149,136	189,875	189,562
Total funds available	394,767	441,187	451,928	461,021	537,363	537,050
EXPENDITURES						
General and administrative						
Accounting	25,644	33,000	22,330	33,000	36,300	36,300
Auditing	4,200	5,000	-	4,600	5,000	5,000
County Treasurer's fee	1,815	1,880	1,815	1,785	2,407	2,402
Directors' fees	1,100	2,000	700	1,200	2,000	2,000
Dues and membership	356	1,000	363	363	1,000	1,000
Insurance	3,826	5,000	3,898	3,898	5,000	5,000
District management	18,630	25,000	16,497	25,000	27,500	27,500
Legal	12,283	17,000	4,113	10,000	15,000	15,000
Miscellaneous	3,080	1,500	20,115	25,000	3,000	3,000
Payroll taxes	-	-	54	92	100	100
Election	710	2,000	845	845	-	-
Website	760	1,000	-	-	-	-
Contingency	-	5,620	-	-	4,693	4,698
Operations and maintenance						
Repairs and maintenance	1,665	-	-	-	-	-
Architectural - landscape review	-	500	-	-	500	500
Landscaping	6,587	7,500	2,436	5,000	7,500	7,500
Streets repairs and maintenance	-	5,000	-	-	5,000	5,000
Utilities	154	500	52	250	500	500
Water	2,072	3,500	1,249	2,500	3,500	3,500
Total expenditures	82,882	117,000	74,467	113,533	119,000	119,000
Total expenditures and transfers out requiring appropriation	82,882	117,000	74,467	113,533	119,000	119,000
ENDING FUND BALANCES	\$ 311,885	\$ 324,187	\$ 377,461	\$ 347,488	\$ 418,363	\$ 418,050
EMERGENCY RESERVE	\$ 4,200	\$ 4,300	\$ 4,300	\$ 4,500	\$ 5,700	\$ 5,700
AVAILABLE FOR OPERATIONS	307,685	319,887	373,161	342,988	412,663	412,350
TOTAL RESERVE	\$ 311,885	\$ 324,187	\$ 377,461	\$ 347,488	\$ 418,363	\$ 418,050

*** Budget 2 reflects revenues based on Preliminary Assesed Valuations if Proposition HH passes in November 2023.*

**CONCORD METRO DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/27/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 8/31/2023	ESTIMATED 2023	BUDGET 1 2024	BUDGET 2 2024
BEGINNING FUND BALANCES	\$ 42,299	\$ 98,847	\$ 102,870	\$ 102,869	\$ 177,919	\$ 177,919
REVENUES						
Property taxes	302,536	313,386	302,886	313,386	401,089	400,374
Specific ownership taxes	26,783	28,205	17,039	28,205	36,098	36,034
Interest income	4,688	2,598	8,506	7,500	10,000	10,000
Total revenues	334,007	344,189	328,431	349,091	447,187	446,408
Total funds available	376,306	443,036	431,301	451,960	625,106	624,327
EXPENDITURES						
General and administrative						
County Treasurer's fee	4,537	4,701	4,538	4,701	6,016	6,006
Paying agent fees	500	500	-	500	500	500
Contingency	-	5,952	-	-	4,318	4,328
Debt Service						
Bond interest	68,400	63,840	31,920	63,840	59,166	59,166
Bond principal	200,000	205,000	-	205,000	210,000	210,000
Total expenditures	273,437	279,993	36,458	274,041	280,000	280,000
Total expenditures and transfers out requiring appropriation	273,437	279,993	36,458	274,041	280,000	280,000
ENDING FUND BALANCES	\$ 102,869	\$ 163,043	\$ 394,843	\$ 177,919	\$ 345,106	\$ 344,327

*** Budget 2 reflects revenues based on Preliminary Assesed Valuations if Proposition HH passes in November 2023.*

**CONCORD METRO DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/27/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 8/31/2023	ESTIMATED 2023	BUDGET 1 2024	BUDGET 2 2024
BEGINNING FUND BALANCES	\$ 658,307	\$ 693,873	\$ 701,816	\$ 701,816	\$ 726,816	\$ 726,816
REVENUES						
SEMSWA reimbursements	31,566	-	-	-	-	-
Interest income	11,943	6,870	24,654	25,000	15,184	15,184
Total revenues	43,509	6,870	24,654	25,000	15,184	15,184
Total funds available	701,816	700,743	726,470	726,816	742,000	742,000
EXPENDITURES						
General and Administrative						
Accounting	-	5,000	-	-	5,000	5,000
District management	-	5,000	-	-	5,000	5,000
Legal	-	5,000	-	-	5,000	5,000
Contingency	-	-	-	-	184	184
Capital Projects						
Traffic and safety control	-	250,000	-	-	25,000	25,000
Engineering	-	5,000	-	-	5,000	5,000
Capital outlay	-	430,743	-	-	696,816	696,816
Total expenditures	-	700,743	-	-	742,000	742,000
Total expenditures and transfers out requiring appropriation	-	700,743	-	-	742,000	742,000
ENDING FUND BALANCES	\$ 701,816	\$ -	\$ 726,470	\$ 726,816	\$ -	\$ -

*** Budget 2 reflects revenues based on Preliminary Assesed Valuations if Proposition HH passes in November 2023.*

**CONCORD METROPO DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Concord Metropolitan District (District), a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by order and decree of the District Court for Douglas County on November 17, 1999, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Douglas County, Colorado.

The District was established to provide public streets, traffic and safety, water, sewer, park and recreation, television relay and translation, and mosquito control facilities and improvements for the use and benefit of the inhabitants and taxpayers of the District.

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

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 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

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 primary source of revenue is property taxes. The calculation of the taxes levied is displayed on the property tax summary information page.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**CONCORD METRO DISTRICT
2024 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 9% of the property taxes collected by both the General Fund and the Debt Service Fund.

Net Investment Income

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 4%.

Expenditures

Administrative and Operating Expenses

Operating expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, management, insurance, banking, meeting expense and other administrative expenses.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

Debt Service

Loan principal and interest payments are estimated based on the loan financing documents.

Capital Outlay

Anticipated expenditures for capital projects for 2024 are outlined in capital project fund of the Budget

Debt and Leases

On October 24, 2019, the District issued its General Obligation Refunding Notes (Refunding Notes), Series 2019 in the total amount of \$3,365,000, bearing interest at the rate of 2.89%. The Refunding Notes shall mature on December 1, 2034 with principal payments due December 1st. The proceeds from the Refunding Notes were used to refund all of the District's Series 2010 Bonds. The notes are secured by and payable from revenue consisting of monies derived by the District from the following sources, net of any collection costs: 1) the Required Mill Levy, 2) the portion of the Specific Ownership Tax which is collected as a result of the imposition of the Required Mill Levy, and 3) any other legally available monies which the District determines to be treated as Pledged Revenue. 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 and interest on the notes as they become due and payable. For collection year 2020, the District levied 5.000 mills for debt service.

**CONCORD METRO DISTRICT
2024 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases (Continued)

The Refunding Notes were initially issued bearing Taxable Interest, which interest is included in the gross income of the recipient for federal income tax purposes. On and after the Tax-Exempt Reissuance Date, which occurred on September 4, 2020, the Series 2019 Notes were reissued as Tax-Exempt Notes Bearing Tax-Exempt Interest.

The District has no operating or capital leases.

Reserve Funds

Emergency Reserve

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

This information is an integral part of the accompanying budget.

CONCORD METROPOLITAN DISTRICT
SCHEDULE OF ESTIMATED DEBT SERVICE REQUIREMENTS TO MATURITY
December 31, 2024

\$3,365,000 Taxable Refunding
Loan Issue
Series 2019, Dated October 24, 2019
Principal Due December 1
Interest Rate Fixed 2.89%

<u>Year Ended</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Annual Debt</u> <u>Service</u>
2024	\$ 210,000	\$ 59,166	\$ 269,166
2025	215,000	54,378	269,378
2026	220,000	49,476	269,476
2027	225,000	44,460	269,460
2028	230,000	39,330	269,330
2029	235,000	34,086	269,086
2030	240,000	28,728	268,728
2031	245,000	23,256	268,256
2032	250,000	17,670	267,670
2033	260,000	11,970	271,970
2034	265,000	6,042	271,042
	<u>\$ 2,595,000</u>	<u>\$ 368,562</u>	<u>\$ 2,963,562</u>

No assurance provided. See summary of significant assumptions.

**RESOLUTION 2023-11-03
TO ADOPT 2024 BUDGET, APPROPRIATE SUMS OF MONEY,
AND AUTHORIZE THE CERTIFICATION OF THE TAX LEVY
CONCORD METROPOLITAN DISTRICT**

A RESOLUTION SUMMARIZING REVENUES AND EXPENDITURES FOR EACH FUND, ADOPTING A BUDGET, LEVYING GENERAL PROPERTY TAXES FOR THE YEAR 2024 TO HELP DEFRAID THE COSTS OF GOVERNMENT, AND APPROPRIATING SUMS OF MONEY TO THE VARIOUS FUNDS IN THE AMOUNTS AND FOR THE PURPOSES SET FORTH HEREIN FOR THE CONCORD METROPOLITAN DISTRICT, DOUGLAS COUNTY, COLORADO, FOR THE CALENDAR YEAR BEGINNING ON THE FIRST DAY OF JANUARY, 2024, AND ENDING ON THE LAST DAY OF DECEMBER, 2024,

WHEREAS, the Board of Directors of the Concord Metropolitan District has authorized its consultants to prepare and submit a proposed budget to said governing body at the proper time; and

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

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was available for inspection by the public at a designated public office, a public hearing was held on November 1, 2023 and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues or planned to be expended from reserves or fund balances so that the budget remains in balance, as required by law; and

WHEREAS, the amount of money necessary to balance the budget for general operating purposes from property tax revenue is \$_____; and

WHEREAS, the Board of Directors finds that it is required to temporarily lower the operating mill levy to render a refund for \$_____; and

WHEREAS, the amount of money necessary to balance the budget for voter-approved bonds and interest is \$_____; and

WHEREAS, the amount of money necessary to balance the budget for contractual obligation purposes from property tax revenue as approved by voters from property tax revenue is \$_____; and

WHEREAS, the amount of money necessary to balance the budget for capital expenditure purposes from property tax revenue as approved by voters or at public hearing is \$_____; and

WHEREAS, the amount of money necessary to balance the budget for refunds/abatements is \$_____; and

WHEREAS, the 2023 valuation for assessment for the District as certified by the County Assessor of Douglas is \$_____; and

WHEREAS, at an election held on November 2, 1999, the District has eliminated the revenue and expenditure limitations imposed on governmental entities by Article X, Section 20 of the Colorado Constitution and Section 29-1-301, C.R.S., as amended.

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

Section 1. Adoption of Budget. That the budget as submitted, and attached hereto and incorporated herein by this reference, and if amended, then as amended, is hereby approved and adopted as the budget of the Concord Metropolitan District for calendar year 2024.

Section 2. Budget Revenues. That the estimated revenues for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 3. Budget Expenditures. That the estimated expenditures for each fund as more specifically set out in the budget attached hereto are accepted and approved.

Section 4. Levy of General Property Taxes. That the Board of Directors does hereby certify the levy of general property taxes for collection in 2024 as follows:

A. Levy for General Operating and Other Expenses. That for the purposes of meeting all general operating expense of the District during the 2024 budget year, there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the District for the year 2023.

B. Temporary Tax Credit or Rate Reduction. That pursuant to Section 39-1-111.5, C.R.S. for the purposes of effect of a refund for the purposes set forth in Section 20 of Article X of the Colorado Constitution, there is hereby certified a temporary property tax credit or temporary mill levy rate reduction of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

C. Levy for General Obligation Bonds and Interest. That for the purposes of meeting all debt retirement expense of the District during the 2024 budget year, as the funding requirements of the current outstanding general obligation indebtedness is detailed in the following "Certification of Tax Levies," there is hereby levied a tax of _____ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

D. Levy for Contractual Obligations. That for the purposes of meeting the contractual obligation expense of the District during the 2024 budget year, as detailed in the following "Certification of Tax Levies," there is hereby levied a tax of _____ mills upon each dollar of the total valuation for assessment of all taxable property within the District for the year 2023.

E. Levy for Capital Expenditures. That for the purposes of meeting all capital expenditures of the District during the 2024 budget year pursuant to Section 29-1-301(1.2) or 29-1-302(1.5), C.R.S., there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

F. Levy for Refunds/Abatements. That for the purposes of recoupment of refunds/abatements of taxes pursuant to Section 39-10-114(1)(a)(I)(B), C.R.S., there is hereby levied a tax of _____ mills upon each dollar of the total valuation of assessment of all taxable property within the boundaries of the District for the year 2023.

Section 5. Property Tax and Fiscal Year Spending Limits. That, being fully informed, the Board finds that the foregoing budget and mill levies do not result in a violation of any applicable property tax or fiscal year spending limitation.

Section 6. Certification. That the appropriate officers of the District are hereby authorized and directed to certify to the Board of County Commissioners of Douglas County, Colorado, the mill levies for the District herein above determined and set, or be authorized and directed to certify to the Board of County Commissioners of Douglas County, Colorado, as herein above determined and set, but as recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits or to implement the intent of the District. That said certification shall be in substantially the form set out and attached hereto and incorporated herein by this reference.

Section 7. Appropriations. That the amounts set forth as expenditures and balances remaining, as specifically allocated in the budget attached hereto, are hereby appropriated from the revenue of each fund, to each fund, for the purposes stated and no other.

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ADOPTED this 1st day of November, 2023.

CONCORD METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

LETTER OF BUDGET TRANSMITTAL

Date: January ____, 2024

To: Division of Local Government
1313 Sherman Street, Room 521
Denver, Colorado 80203

Attached are the 2024 budget and budget message for CONCORD METROPOLITAN DISTRICT in Douglas County, Colorado, submitted pursuant to Section 29-1-113, C.R.S. This budget was adopted on November 1, 2023. If there are any questions on the budget, please contact:

CliftonLarsonAllen LLP
Attn: Denise Denslow
8390 East Crescent Parkway, Suite 500
Greenwood Village, CO 80111
Tel: (303) 779 - 5710

I, Jeffrey Evans, as President of the Concord Metropolitan District, hereby certify that the attached is a true and correct copy of the 2024 budget.

By: _____
President

ATTACH COPY OF THE ADOPTED BUDGET AND
THE CERTIFICATION OF TAX LEVIES

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
CONCORD METROPOLITAN DISTRICT
PROVIDING FOR DIRECTORS' EXCLUSION FROM
WORKERS COMPENSATION COVERAGE**

WHEREAS, Concord Metropolitan District (the "District") is a quasi-municipal corporation and political subdivision of the state of Colorado; and

WHEREAS, pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the District may exclude appointed officials from the definition of "employee" within the meaning of Section 8-40-202(1)(a), C.R.S.; and

WHEREAS, the District has found and does hereby find that it is in the best interests of the District to exclude appointed officials from workers compensation coverage as permitted by such statute.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Concord Metropolitan District, County of Douglas, Colorado, that:

1. Pursuant to Section 8-40-202(1)(a)(I)(B), C.R.S., the appointed officials of Concord Metropolitan District shall not be deemed to be an employee within the meaning of Section 8-40-202(1)(a), C.R.S. Such exclusion shall apply for all policy years until such time as the exclusion may be repealed by the Board of Directors of the District.
2. The Secretary of the District shall provide notice to such excluded officials promptly.
3. This Resolution shall be effective immediately.

RESOLVED this 1st day of November, 2023.

CONCORD METROPOLITAN DISTRICT

By: _____
President

ATTEST:

By: _____
Secretary

EXCLUSION OF UNCOMPENSATED PUBLIC OFFICIALS

Name of Agency: Concord Metropolitan District

Federal Employer Identification # (FEIN): 84-1521846 Business Phone #: (303) 839 – 3800

Mailing Address: 1700 Lincoln Street, Suite 2000, Denver, Colorado 80203

If Self-Insured Employer, enter the Permit Number: N/A

If not Self-Insured, enter the workers' compensation insurance carrier name and policy number: N/A

Upcoming Policy Period: From: January 1, 2024 To: December 31, 2024
Month / Year Month / Year

List the Governing Body for the Agency, Category of uncompensated officials (i.e. board, commission, etc.) or any combination of categories of such officials that you are opting to exclude from coverage for the upcoming policy year, Names of Officials and Social Security Numbers of Officials (Attach additional pages if needed):

Name of Governing Body: Board of Directors of Concord Metropolitan District, Douglas County, State of Colorado

<u>Category</u>	<u>Name of Official</u>
Director	Jeffrey Evans
Director	Henry Vanderryst
Director	Michael Evans
Director	Vacancy
Director	Vacancy

C.R.S. section 8-40-202(1)(a)(I)(B) provides an option to exclude from workers' compensation insurance coverage uncompensated elected or appointed officials. You must promptly notify each official of your exercise of the option to exclude them. This form must be filed with the Division of Workers' Compensation not less than forty-five (45) days before the start of the policy period for which the option is to be exercised. Attach governing body's resolution.

By signing this form, you are certifying that the above-named uncompensated, elected or appointed public officials are designated to be excluded from worker's compensation coverage for the upcoming policy year, pursuant to C.R.S. section 8-40-202(1)(a)(I)(B). You are also certifying that these officials have been notified of this exclusion.

Signature: _____

Print Name: Jeffrey Evans

Date: November 1, 2023 Title: President

Submit this form with the Governing Body's Resolution to: Division of Workers' Compensation, Coverage Enforcement Unit, 633 17th St., Suite 400, Denver, CO 80202-3660. If insured, please make a copy of this completed form and send it to your insurance carrier. If you have any questions, contact the Division of Workers' Compensation Customer Service Unit at 303.318.8700.

C.R.S. section 10-1-128(6)(a) states: " It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies."



CONCORD BUSINESS CENTER

DESIGN GUIDELINES

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Updated 9/01/2023

Section 1	Purpose
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NOTICE / DISCLAIMER

The materials provided within this manual are for informational purposes only to assist in the development of commercial properties within the Concord Business Center. Although the information contained herein is from sources deemed reliable, there are no expressed or implied warranties as to the accuracy of said information. It is the obligation of the Applicant and its consultants to conduct independent investigations and verify all matters pertaining to rules, regulations, ordinances, and codes of Douglas County, Colorado and the Concord Business Center. The information contained herein is subject to change without notice.

SECTION 1

PURPOSE

Concord Business Center is a 100 acre Mixed Use park located in Douglas County north of C-470 on Peoria Street, south of Centennial Airport. The design vision for the Concord Business Center is to create and maintain a high quality business center in architecture and landscape.

The purpose of this Document is to assist a developer, tenant, or new owner who wishes to make improvements to their property within the Concord Business Center. The Design Guidelines will articulate the standards required for new improvements, define the process for application to make improvements, and provide a checklist of exhibits required for the application to the Architectural Control Committee (ACC). These guidelines do not address street ROW improvements.

The ACC shall establish and implement all architectural and landscaping criteria, rules, regulations, and standards relative to the property. The ACC shall adopt rules of procedure governing the time, place, and manner in which the business of the committee will be conducted. Decisions shall be made by the ACC on a consistently applied basis, with a view toward the harmonious and attractive development of the property and to promote and safeguard the interests of all Owners and the declarants without discrimination.

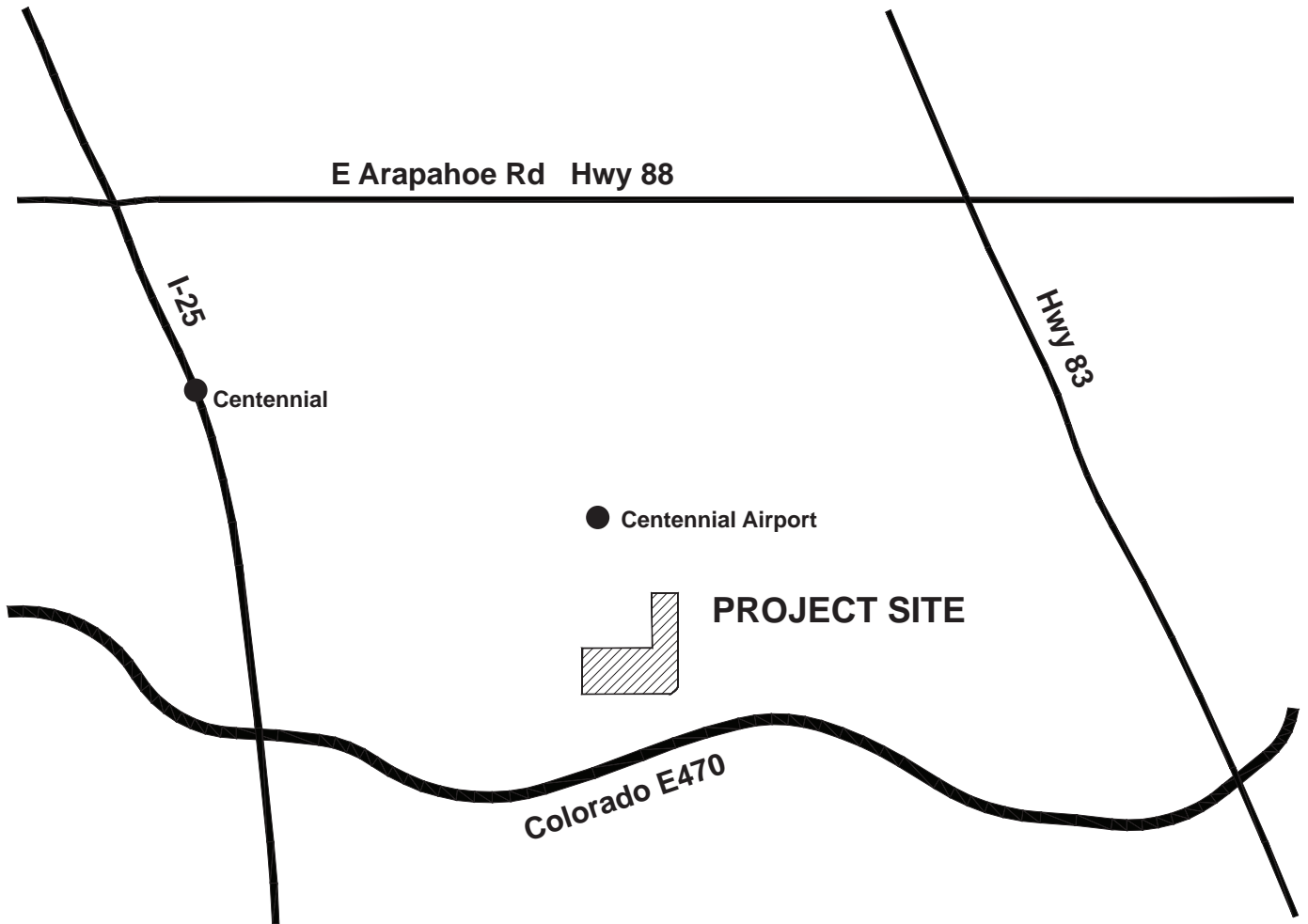
These Design Guidelines are a revised and streamlined set of standards and processes to assist the Applicant in successfully completing their desired improvements. These guidelines are based on previously prepared and recorded documents. The Applicant is responsible for meeting all requirements of previous recorded documents and plans associated with the Concord Business Center, and all City, County and State Codes and Regulations.

Additional references:

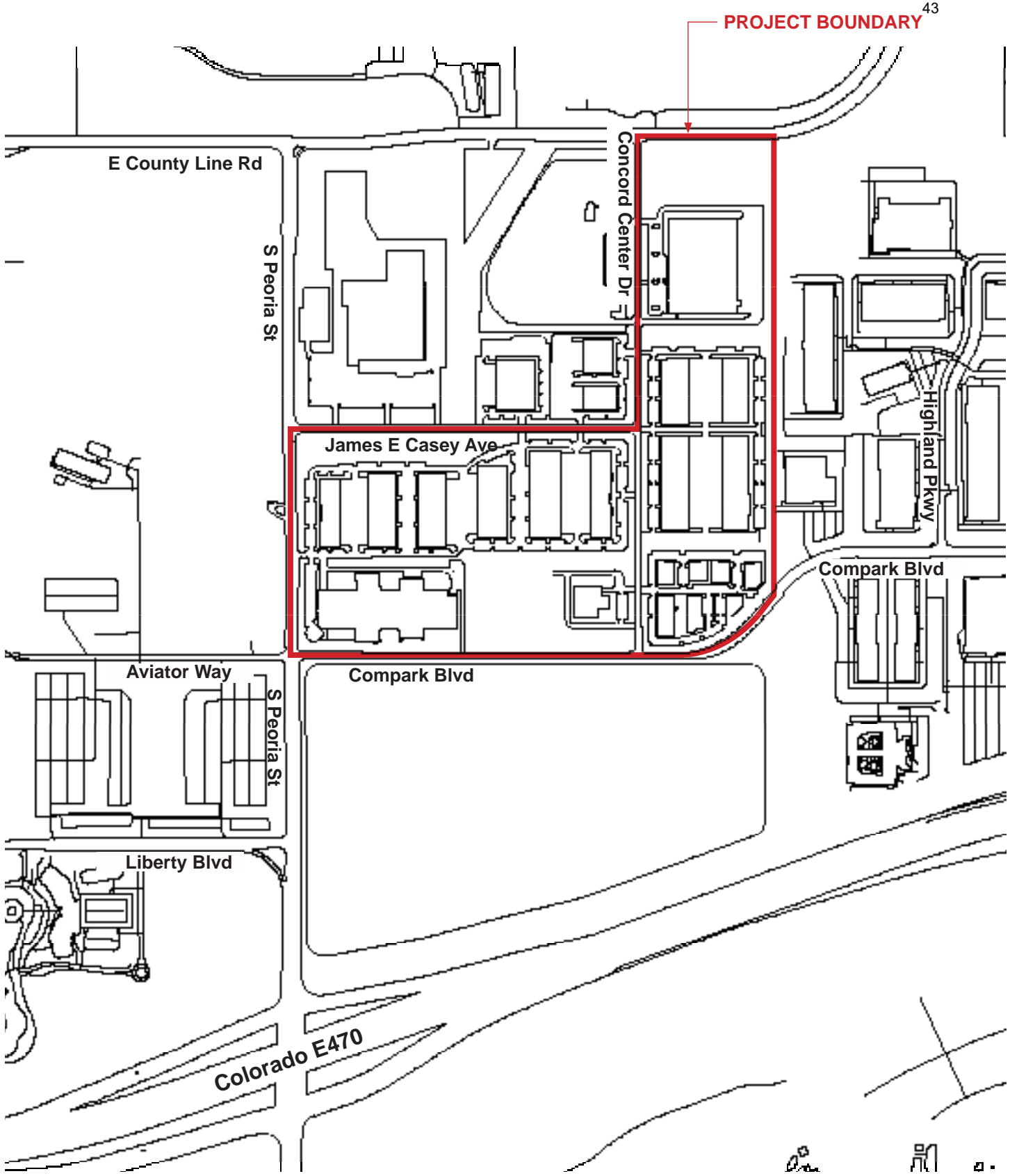
1. Douglas County Industrial Park Planned Development and Light Industrial Zoning (PD)
2. Concord Business Center Development Manual (recorded with Douglas County Clerk and Recorder 10/22/99)
3. Declaration of Protective Covenants

SECTION 2

LOCATION



VICINITY MAP



SITE MAP

The Concord Business Center is located in Douglas County, Colorado. It borders E. County Line Rd to the north, Compark Blvd to the south, S. Peoria St. to the west, and adjacent development to the east.

CONCORD BUSINESS CENTER

time of Applications is dependent upon the level of complexity, size, etc.

Once the improvements have been unconditionally approved by the ACC, the Applicant shall provide to the ACC written notice of construction initiation at least seven (7) days prior to commencement of construction. The ACC may make periodic in-progress inspections of the construction to ensure compliance with the approved plans and specifications.

Any changes to the approved plans during construction must be approved in writing by the ACC prior to commencement of proposed changes.

Upon substantial completion of construction of the improvements, the Applicant shall notify the ACC that it is ready for an inspection. The ACC, upon request by the Applicant, will inspect the approved improvements to determine if the improvements have been constructed in accordance with all approved plans and specifications and if all other aspects of the site development are in compliance with the approved application. Unless there is a need for completion or corrections as discovered during the inspection (in which case a re-inspection is required), the ACC shall issue a Certificate of Compliance to the Applicant.

Rejection of Application

Without limiting the generality of the ACC's discretion to approve the required submittals, the ACC may disapprove any plans submitted for any one or more of the following reasons, or other reasons the ACC may specify:

1. Failure of the submittals or the Applicant to comply with any of the design or development standards set forth in the Design Guidelines.
2. Failure by the Applicant to include in the submittals such information as may have been required or reasonably requested by the ACC.
3. Objection by the ACC to the exterior design, color scheme, finish, proportions, style

SECTION 3

APPROVAL OF PLANS

Subject to the provisions set forth in the Declaration of Protective Covenants, no initial construction, exterior alteration or demolition of the common areas, any building site, building or other improvement may be initiated without the approval of the plans and specifications for such construction or alteration by the Architectural Control Committee (ACC). The ACC shall have discretion to determine whether plans and specifications submitted for its approval are acceptable to the ACC, and the ACC shall be entitled and empowered, in accordance with the provisions of the Declaration of Protective Covenants, to enjoin or remove any construction undertaken pursuant to plans and specifications that have not been Approved by the ACC. All improvements to properties must meet the requirements of these guidelines, zoning conditions and the recorded Planned Development. For projects that the ACC deem as small in nature, a simplified submittal process can be approved by the ACC. After review of the Applicant's project description in the application, the ACC will send a letter to the Applicant outlining the submittal process and necessary submittal information for review and approval. Example of small projects may be exterior painting, construction of an entry sign, paving renovations, etc.

Review Procedure

At each stage of the application process, a letter from the ACC will be sent to Applicant outlining the ACC's responses to the submittal. The Applicant shall address the ACC's comments in the following submittal. Upon completion of the application process, the ACC will state whether Approval has been granted and outline any conditions associated with the approval or reasons for denial thereof. In the event conditional approval is given, final approval will not be granted until all conditions have been satisfied. Approval must be obtained before the Applicant may proceed with their project. Projects submitted for review will be processed in the order of which they are received. Review

- or architecture, height, appearance, or materials of any proposed improvement.
4. Incompatibility of any proposed improvement with existing or future improvements in the vicinity of the proposed improvements, which determination shall be made by the ACC in its reasonable discretion.
 5. Objection by the ACC to the location of any proposed improvement upon any building site or common area or with reference to other building sites or the common areas.
 6. Objection by the ACC to the grading plan.
 7. Objection by the ACC to proposed parking areas due to insufficient parking coverage, the location of the parking areas or the visibility of such parking area from any other building sites or common areas or any of the streets and roads located within or outside the property.
 8. Failure of the submittals or the Applicant to comply with any applicable zoning, building, land use, or other laws, ordinances, rules, or regulations of any governmental authority affecting development of the subject building, improvements or building site, including, without limitation, the Zoning Conditions or any other restrictions limiting the percentage of building site which may be covered by the building, other improvements, or parking areas.
 9. Objection to the ACC to the proposed lighting, landscaping or signage for the building site.
 10. Objection by the ACC to the proposed construction schedule for the improvements.

Approval of any plans with regard to an improvement (i) shall not be deemed a waiver of the ACC's right, in its discretion, to disapprove similar plans, or any of the features of elements, submitted for any other building, improvements or building site, and (ii) shall be final as to the building site for which they have been submitted, provided that the improvements on such building site are constructed and maintained in conformity with the approved submittals, and the applicant has obtained a Certificate of Compliance.

CONCORD BUSINESS CENTER

Under no circumstance shall a Person submit its plans and specifications to the County or any other governmental authority having jurisdiction for review and approval unless and until it shall have first received approval of such plans and specifications from the ACC.

Additional Design Criteria

In addition to the design criteria set forth in the Design Guidelines, the PD, the Concord Business Center Development Manual, and the Declaration of Protective Covenants, the ACC may from time to time promulgate and adopt additional design criteria that are not consistent with the objectives of the Declaration of Protective Covenants. Any such additional design criteria adopted by the ACC may from time to time be amended by further action of the ACC.

Variances

The ACC, in its reasonable discretion, may from time to time authorize variances from compliance with any of the standards adopted by the ACC when circumstances such as topography, natural obstructions, hardships, or aesthetic, environmental, or planning objectives or considerations may so warrant. Each such variance must be approved by the ACC. If such a variance is granted, no violation of the Declaration of Protective Covenants shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of a variance shall not operate to waive or to render unenforceable any of the terms and provisions of the Declaration of Protective Covenants for any purpose except as to the particular improvement, building site, provision, and instance covered by the variance, nor shall the granting of a variance be deemed to set a precedent with respect to any subsequent requests for variances. Notwithstanding any provision to the contrary contained in the Declaration of Protective Covenants, the ACC shall not delegate to any single member or group of members or to any other person the power to grant variances. Upon granting of a variance, the ACC shall execute a document, in recordable

form, evidencing the variance.

Post-Approval Inspections

Following approval of any plans from the ACC, the ACC shall have the right, during reasonable hours and without prior notice to enter upon and inspect any building site or improvements then under construction to determine whether the plans that have been approved by the ACC and whether development and construction is proceeding substantially in accordance with the approved plans. If the ACC shall determine that such plans have not been approved or that plans which have been approved are not being complied with in every material respect, the ACC may in its discretion give the Applicant, Owner or Occupant of such building site and improvements written notice to such effect, along with 30-day period to cure such non-compliance. At any time after the expiration of the 30-day cure period, the ACC shall be entitled to enjoin further construction and to require the removal or correction of any work in place that does not comply with approved plans. If any improvements shall be altered or replaced or maintained on any building site otherwise than in substantial conformity with the approved plans, such action shall be deemed to have been undertaken without requisite approval of the ACC and to be in violation of the Declaration of Protective Covenants, and the ACC shall be entitled to take action as permitted under the Declaration of Protective Covenants. The Owner of the building site shall designate a person to act as the Owner's representative with respect to submittals to the ACC, and such person shall be responsible for construction of all improvements in accordance with the approved plans. A final Certificate of Compliance executed by at least three members of the ACC, which certifies the substantial conformity of the construction of the improvements with the approved plans, shall constitute conclusive evidence of such conformity.

Interior Alterations

An Owner or Occupant may make improvements and alterations within the interior of any building on its building site without first obtaining ACC

approval, provided, however, that no person shall make any structural or other alterations in or to the interior of any improvements on its building site or remove any portion thereof or make any additions that (i) would involve public areas or other areas that would be visible from any boundary of the building site (ii) would materially change the exterior appearance of such improvements, or (iii) would or might jeopardize or impair the safety, soundness, or structural integrity of such improvements or of any other improvements in the property, without first submitting plans and obtaining ACC's approval; nor shall any person make any alterations or additions that impair any easements or the improvement setbacks without first obtaining the ACC's approval.

Construction After Approval

Upon receipt of approval from the ACC, the Applicant to whom the approval is given shall, as soon as practicable, satisfy any conditions thereof and diligently proceed with the commencement and completion of all approved construction. Unless work on the approved construction shall be commenced within one (1) year after the date of such approval and thereafter continuously and diligently prosecuted to completion, the approval automatically shall be revoked, unless the ACC has given written permission for an extensions of time for commencing and completing work. Construction of improvements on a building site or common areas shall include the installation of the approved landscaping and irrigation system.

Actions Binding

The ACC shall exercise its judgment to see that all buildings and improvements (including landscaping) conform and harmonize with existing and anticipated buildings and improvements in the property regarding final design, quality, type of construction, materials, color, setting, height, grade, and finished ground elevation. Actions of the ACC through its approval or disapproval of plans, specifications, and other information submitted pursuant to the Declaration of Protective Covenants, or in respect of any other matter before it, shall be

conclusive and binding on all parties.

Communication to the ACC

All communication to the ACC shall be addressed as follows:

**Concord Business Center
Architectural Control Committee
Clifton Larson Allen
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Attention: Denise Denslow**

Rights of Third Parties

Neither the approval by the ACC of any plans or other documents with regard to an improvement nor the issuance of any certificate or statement by the ACC shall constitute any judgment, opinion, representation or warranty on the part of the ACC or any member thereof, the ACC staff or the appointing authority or any officer, director, shareholder, employee, agent, or member of any thereof, as to the quality or soundness of the matters described in such plans or documents or of such improvements or their fitness for any particular use or application. In particular, no such action shall be construed as a representation to third parties concerning the habitability or the quality of the construction of any improvements or the absence thereof of any defects or the compliance thereof with any law, building code, life safety code, governmental rule or regulation or zoning condition.

Should the ACC or appointing authority, or any officer, director, shareholder, employee, agent or member of any thereof, be joined in any litigation as a result of or based upon any approval of any plans, or any construction undertaken pursuant thereto, the person or persons who submitted such plans to the ACC for approval shall, jointly and severally (if more than one), indemnify, defend and hold harmless the ACC staff, the appointing authority and each such officer, director, shareholder, employee, agent or member, from and against any and all expenses, losses, or liabilities including, without limitation, court costs and reasonable attorneys' fees,

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incurred by them (or any of them) in connection with or as a result of such litigation.

Approval for Minor Matters

If the ACC, in its reasonable discretion, determines that an approval requested by an Applicant is minor in nature, the ACC may, in its discretion, permit such Applicant to comply with such expedited and shortened procedure for obtaining the approval as the ACC shall require in lieu of the approval procedure otherwise set forth in the Declaration of Protective Covenants.

Appeals

Applicants may appeal any decision of the ACC made in accordance with the Declaration of Protective Covenants of the Owners Association (the "Board"). Such appeal must be presented to the Board within fifteen (15) days of the date the applicant receives notice of the ACC's decision which is being appealed. The Board shall respond to such appeal within thirty (30) days of the Board's receipt thereof.

APPLICATION PROCESS

Architectural Control Committee (ACC)

In an effort to assure current and future owners at Concord Business Center that the adopted covenants, codes and restrictions are being enforced and that the overall design theme will be adhered to by future development, the ACC has been created.

The ACC is responsible for reviewing plans for all development, including construction of any type, landscaping, lighting, signage, deed restrictions, zoning changes, additions, repairs, and all other improvements. All plans must be reviewed by the ACC to determine their compliance with the covenants and this document.

All plans for construction must be submitted to the ACC for approval. Staff review will take approximately 10 days per plan. Final action will take place no more than 30 days from application of final working drawings. For a typical project, five (5) 24"x36" hard copies and one PDF copy of the required information, as

outlined below, must be submitted. One copy shall remain on file with one copy returned to the applicant with ACC comments.

Design Review Process

Prior to the submittal, the applicant should arrange to obtain a copy of the Concord Business Center Covenants, Conditions and Restrictions, copies of any available engineering, grading, utility, street and drainage plans. In addition, the applicant should obtain copies of the Douglas County Zoning Regulation Code.

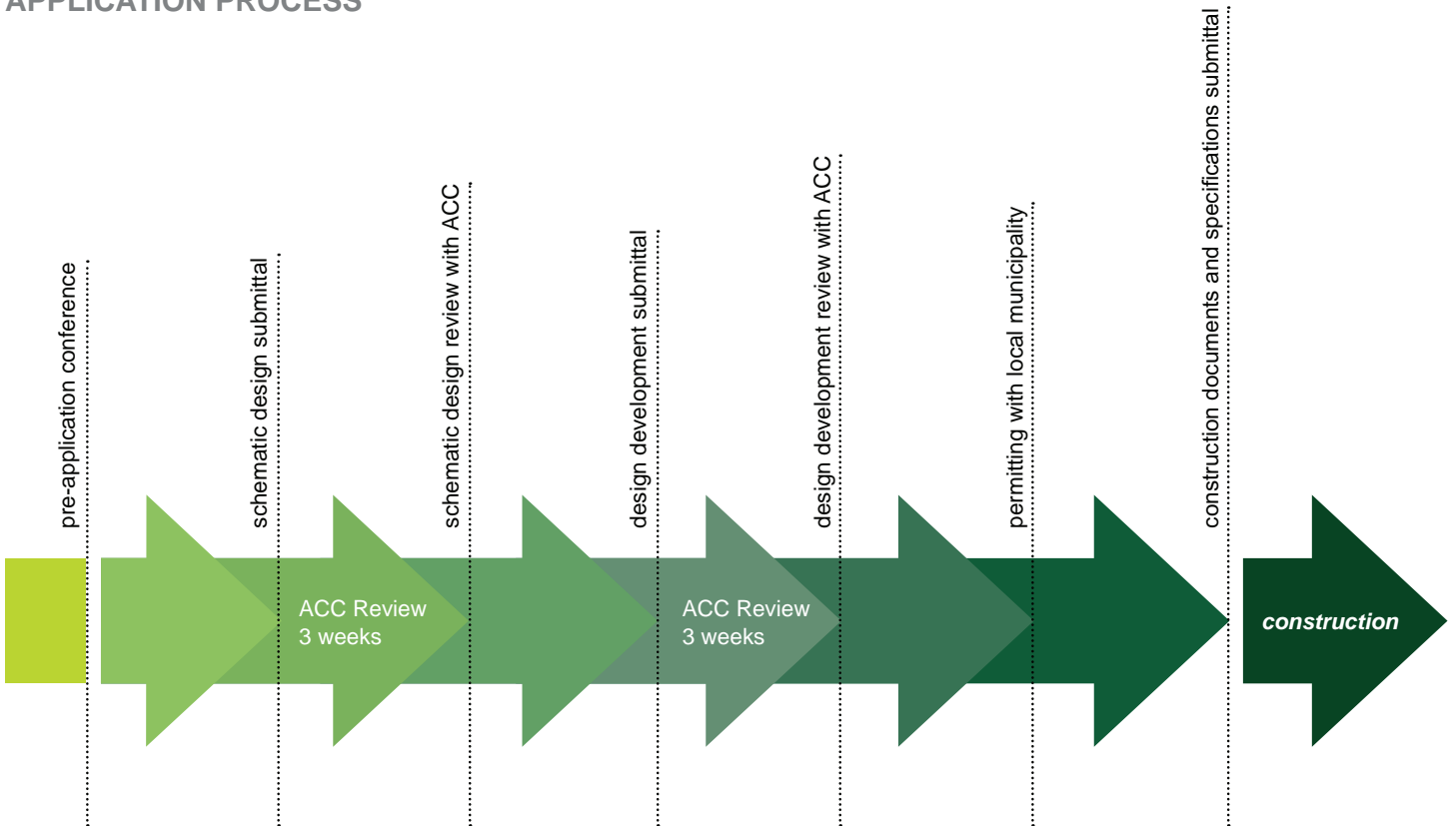
Submittal Process

For most projects, there is a five step submittal/ approval process.

1. Pre-application Conference
2. Schematic Design Submittal
3. Design Development Submittal
4. Municipal Permitting
5. Construction Document and Specifications

CONCORD BUSINESS CENTER

APPLICATION PROCESS



Submittal

Application Fees

All reasonable costs actually incurred by the ACC in connection with reviewing the submittals shall be paid by the Applicant, and the payment of such costs by the Applicant shall be a condition precedent to any approval.

Application Fees

The application fee is determined by the ACC based on the size and scope of the project under consideration. After initial review of the application by the ACC, a letter will be sent to the Applicant outlining the fees associated with a formal submittal.

* These fees assume a four step review process as outlined. If additional steps are required, the ACC will assess additional fees.

The following sections describe the process for each step and the information required.

Pre-application Conference

Prior to the formal submittal of a request for approval, an informal conference is recommended between the applicant and the ACC. This conference will serve to acquaint the applicant with the covenants and design guidelines of the Concord Business Center and allow the ACC to become familiar with the applicant's development intent. Concept site plans and concept drawings will aid in the discussion at this conference; however, applicants are encouraged not to prepare detailed schematic designs until after the conference.

Suggested material for discussion at the pre-application conference would include:

1. Site Plan

- Illustrate building size and location
- Label project uses
- Illustrate total existing and proposed

- parking layout and number of parking stalls
- Illustrate vehicular and pedestrian circulation
- Illustrate landscaping areas
- Illustrate outdoor pedestrian spaces

2. Proposed construction schedule

Schematic Design Submittal

Review by the ACC will not commence until all specified information has been submitted. The material must be submitted one week prior to a regulatory or specially scheduled ACC meeting. The material should constitute schematic design level documents for architecture and landscape architecture.

The following must be included:

1. Cover Sheet

- Name of Owner, developer, and/or builder (as applicant)
- Name and address and telephone number of person who will maintain communication with the ACC. This should be a person who will have a long-term responsibility for the project.
- Name of Project
- Name of architect, engineer, and landscape architect
- Property address
- Proposed use

2. Site Plan

- All property boundaries and easements
- Required setbacks for buildings and parking areas
- All existing and proposed elements labeled
- Identification of project phasing
- All adjacent streets and buildings identified
- Total parking required and provided
- Total property area
- Total building area (gross and net rentable, as applicable)
- Total open space area
- Total driveways, parking and loading areas
- Screening of storage areas, mechanical

equipment, loading docks and trash receptacles

- Site lighting locations

3. Buildings

- Typical floor plans
- Building elevations - all sides
- Materials schedule including material type, application, location, colors and finishes

4. Landscape Plan

- Illustrate all trees
- Illustrate all existing and proposed shrubs
- Illustrate all existing and proposed planting beds
- Identification of plant types and quantities not required at this stage

5. Grading and Drainage Plan

6. Proposed Schedule

Design Development

The Applicant shall submit Design Development level documents for ACC Review including:

1. Cover Sheet

- All items required under Schematic Design Submittal

2. Site Plan

- All items required under Schematic Design Submittal
- Site furnishings
- Signage - include dimensions, materials and finishes
- Hardscape material selections and colors

3. Buildings

- All items required under Schematic Design Submittal
- Architectural details and treatments

4. Landscape Plan

- All items required under Schematic Design Submittal
- All plant species identified

5. Grading and Drainage Plan

- All items required under Schematic Design

Submittal

6. Lighting

- Site lighting fixture selection
- Photometric plan

7. Proposed Schedule

Permitting

The Applicant shall prepare and submit all documents necessary for municipal permitting approval. Applicant shall provide the ACC all documents submitted for permitting. In addition, the Applicant shall provide to the ACC all correspondence related to the permitting including resubmittal documents and responses to municipal comments. A copy of all approved permits shall be submitted to the ACC.

Construction Documents and Specifications

After preliminary approval, a final application must be submitted. The material submitted should constitute 100% complete construction documents and specifications for architecture and landscape architecture.

The following must be included:

1. Cover Sheet

- All items required under Design Development Submittal

2. Site Plan

- All items required under Design Development Submittal

3. Buildings

- All items required under Design Development Submittal

4. Landscape Plan

- All plant species identified

5. Grading and Drainage Plan

- All items required under Design Development Submittal

6. Lighting

- All items required under Design

Development Submittal

7. Site Construction Details
 - Site construction details for all site elements
8. Irrigation
 - Irrigation plans and details
9. Proposed Schedule

Final Application Approval

The final submittal will be heard by the ACC and approved or disapproved. Detailed reasons for its disapproval will be given in writing. The application may be resubmitted with modifications as requested by the ACC. Final approval in writing by the ACC is required prior to submittal of building permits.

SECTION 4

DESIGN GUIDELINES

The purpose of these guidelines is to provide a developer, tenant, or new building owner with a description of the Concord Business Center's design goals, objections, and specific requirements for improvements within the Concord Business Center. The basic intent is to ensure and sustain a high quality mixed use, office, light industrial, and distribution campus with continuity of building concept and design.

It is understood that these Design Guidelines are general in nature, and subject to change by the ACC. It is understood that should the Design Guidelines be in conflict with local municipal code, the more restrictive guidelines shall prevail.

All site and building improvements within the Concord Business Center will be subject to review and approved by the Concord Business Center Architectural Control Committee (ACC).

Site Planning Requirements

General

Unless specifically prohibited in these guidelines, land uses, building coverage, open space requirements, setback requirements, and other zoning considerations shall be compatible with current municipal code.

Site Grading

General

Site grading shall comply with the following minimum and maximum slopes in each area. It shall be done to preserve as much of the natural topographic features as possible, provide for adequate drainage, and create comfortable pedestrian areas.

Design Criteria

The following standards shall apply for site grading:

Area	Min Slope	Max Slope
Planted Areas	2%	33%
Parking lot	1%	5%
Driveways and access drives	1%	6%
Pedestrian plazas	1%	2%
Sidewalks	1%	5%

Grading should be used to convey water away from building and structures and can be utilized to create berming for screening purposes or visual interest.

Parking Areas

General

Parking areas shall be designed to provide adequate on-site parking for all building occupants and visitors. No on-street parking is allowed. The minimum parking ratios, parking stall dimensions, and parking setbacks are per local municipal code. Tenant finish permits must demonstrate to the ACC and local municipality that adequate parking exists for any proposed use change.

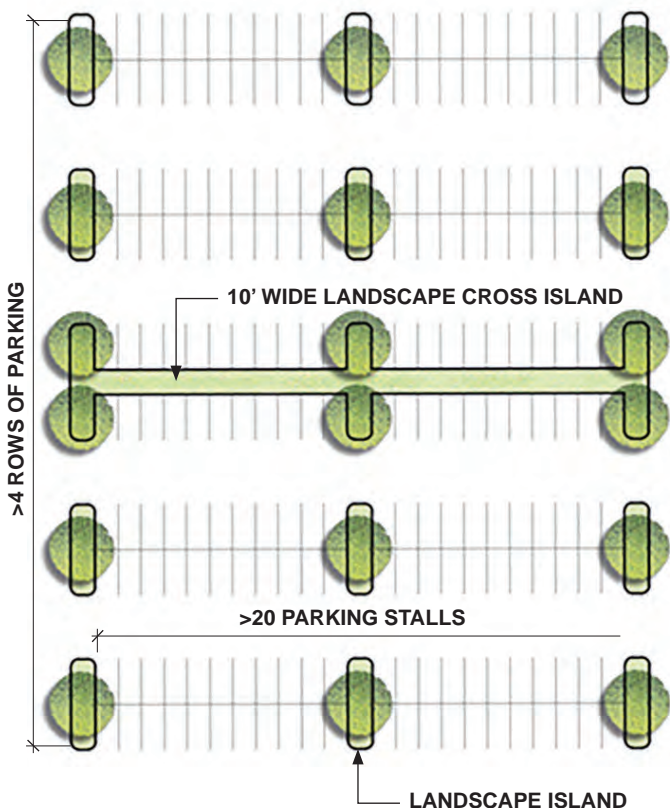
No compact car spaces are permitted and handicap parking will be per building code and Americans with Disabilities Act Guidelines (ADA).

Design Criteria

A landscape island 10' wide and equal in length to one full sized parking stall shall be provided:

- At the end of each parking bay
- Between parking stalls so that there are not more than 20 continuous parking stalls in a row, or less.

Additionally, if there are more than four rows of parking, there shall be cross islands a minimum of 10' in width running parallel to parking drive aisles. Each landscape island shall be the full length of the parking row.



Site Lighting

General

Each site shall be adequately lit to provide a safe and pleasant environment in the evening. Light fixture styles should be compatible with the building architecture.

Design Criteria

No properties shall be lighted in such a way as to cause glare or light spillage onto adjacent lots or streets. Wall packs are specifically prohibited.

Site lighting shall consider energy efficiency. All lighting, unless it can be demonstrated for security reasons, shall be reduced to security lighting levels within one hour after the end of business until one hour prior to the commencement of business. The use of motion sensors are highly encouraged.

CONCORD BUSINESS CENTER

Signage lighting shall be turned off within one hour after the end of business until one hour prior to the commencement of business. Demonstration of this control must be provided to the ACC. Signs may be internally illuminated, backlit, illuminated by down lighting, or by ground mounted fixtures provided that all light is contained on the sign facade. Signage light levels shall not exceed 50 foot candles.

Blinking, flashing or changing of light intensity lighting effects are prohibited.

Lighting a building facade to enhance architectural features may be permitted provided that all light is contained completely on the vertical face of the building. Down lighting is preferred. Up lighting may be permitted provided no light escapes the building facade. Light levels on building facades shall not exceed 20 foot candles. Pole mounted lights for the purpose of illuminating a building facade are not permitted.

All new fixtures are to be on a maximum of 25' tall poles, with an architectural style that is compatible with the building style. New fixtures shall be energy efficient LED fixtures.

On sites where there is a need to modify existing lighting, the Applicant shall match existing fixture styles as well as upgrade to more energy efficient fixtures.

All new lighting shall be full cut off as defined by the Illuminating Engineers Society of North America (IESNA). A full cut of light fixture results in a light distribution pattern where no light is permitted at or above a horizontal plane at the bottom of the fixture.

Signage

General

The intent of this section is to create a well designed and implemented signage program throughout the park that has continuity of size, shape, materials, and detail. All signs must be approved by the ACC and the local municipality prior to installation.

Design Criteria

All sign setback requirements shall meet local municipal code. All requirements regarding size, colors, materials, lighting, etc. shall meet these guideline requirements or local municipal code, whichever is more stringent.

Signs are broken into two main categories:

- 1) Identification signage
and
- 2) Directional signage.

Identification signage requirements shall be as follows:

- Freestanding signs shall not exceed 6 feet in height.
- One freestanding sign allowed for each property parcel. Multiple business' may be represented on a single free standing sign
- Maximum sign area of 100 square feet per freestanding sign face.
- Building mounted Wall Sign area shall not exceed 50 square feet in area.
- Building mounted Wall Signs are limited to one (1) per street frontage.
- Each use with a separate exterior entrance within the same building is permitted one (1) wall mounted sign.

Window signs shall meet the following criteria:

- A maximum of three (3) Window Signs are allowed if the building face at the main entrance is equal to or less than 50 lineal feet in length.
- A maximum of six (6) Window Signs are allowed if the building face at the main entrance is greater than 50 lineal feet and equal to or less than 300 lineal feet in length.
- Six (6) Window Signs plus (1) additional Window Sign per additional 50 lineal feet in excess of 300 lineal feet of building face at the main entrance of the business are allowed.

Directional signage requirements shall be as follows:

- Directional sign area shall not exceed 50 square feet in area.

Temporary signage requirements shall be as follows:

- Temporary signage shall also meet the requirements of local municipal code.
- Temporary signs may be displayed no more than 90 days in a calendar year.
- Temporary sign area shall not exceed 100 square feet.
- Maximum number of temporary signs is one (1) per street frontage.

Signs and sign structures shall be maintained in a state of good repair. Illumination of signs shall comply with the lighting criteria in this section and local municipal code.

No sign shall emit amplified sound. All signs shall be located outside vehicular sight distance triangles, shall not block pedestrian views of vehicular traffic, or be within any easements.

Roof mounted signs are prohibited. Building mounted signs shall not project beyond 18" from the exterior building facade or higher than the highest point of the roof line.

Fencing

General

All fences must be approved by the ACC.

Fencing must be high quality, architectural in nature that blends with the design of the building.

Design Criteria

Fencing shall meet the following criteria:

- No fencing shall be erected in the Right of Way.
- No fencing shall obstruct the view of vehicular traffic.
- Chain link fencing is not permitted in any area.
- Barbed wire fencing is not permitted in any area.
- Maximum height of fencing in rear and sides of property parcel is six feet.
- Maximum height of fencing in front of property parcel is four feet.
- Approved fencing material includes:
 - Wood
 - Masonry
 - Stone
 - Architectural concrete block
 - Stucco

Building Standards

General

The intent of these standards is to ensure a high level of visual quality, design cohesiveness and harmony throughout the Concord Business Center. The standards will guide future development to provide variety and visual interest and to encourage well considered design solutions which are compatible with site specific conditions. All buildings of a common type are to be designed using common architectural elements. Approval by the ACC is based on the overall site planning, exterior design, and compatibility with adjacent projects. Buildings shall be designed to be four sided. Elevations with limited or no detail to adjacent sites or streets are prohibited.

Design Criteria

Building Articulation

Buildings should employ a variety of articulation:

- Wall offsets
- Architectural detailing (pilasters, coping, cornices, etc.)

CONCORD BUSINESS CENTER



Example of existing building material composition

- Recessed building openings
- Grouping of windows
- Awnings
- Four-sided architecture

Materials and Finishes

The following are acceptable materials:

- Brick
- Architectural block
- Unglazed tile
- Pre-cast concrete
- Stucco
- The use of wood and metal is allowed but should be used in limited areas as architectural accents
- Thoughtful compositions of materials are highly encouraged

Colors

Proposed building colors should adopt the following guidelines:

- A composition of colors is highly encouraged
- Building color schemes shall be generally warm and rich in tone
- Accent colors should be used to highlight entries, building bases, or special areas
- Use of a single color throughout a wall elevation is prohibited

Building Entrances

Buildings entries should employ the following:

- Highly visible entry
- Pedestrian arrival space/plaza
- Canopy or portico
- Roof overhang
- Recesses or projections
- Peaked roof forms

- Display windows
- Outdoor seating area

Awnings

Awnings shall:

- Be mounted at least 8' above sidewalks
- Not project more than 4' from building face

Loading Areas/Docks

All loading areas must be screened from adjacent streets and adjacent sites. It is preferred that off street loading be located internally and not facing the street. However, it is allowed as long as it is fully screened from adjacent street areas.

Site Utilities

Transformers, gas meters, and other utility fixtures are to be screened from adjacent sites and streets.

Rooftop Mechanical Equipment

All rooftop mechanical equipment is to be screened, either by the use of parapets or separate mechanical screens so as not to be visible by a 6' person standing at the center of adjacent right-of-ways.

Outside Storage

Outside storage of any kind shall be by special ACC review.

Maintenance

Owners or occupants must maintain all buildings, drives, parking areas and landscaped areas in a high quality condition. Buildings should be painted, windows cleaned, and the site in a neat and orderly fashion. Any structure, driveway or landscaping area damaged by vehicles or elements must be promptly repaired. Grounds shall be maintained and mowed and kept free of trash and weeds. All plants must be maintained in a healthy condition. Dead or dying plants must be removed and replaced prior to the next growing season. If maintenance standards are not maintained, the ACC shall issue a notice to the owner. If the problem is not corrected in 10 days, the ACC shall correct the problem and charge the owner or occupant for the cost incurred.

Landscaping

General

Landscaping within parcels, along streets and in open spaces shall maintain and enhance the character of the Concord Business Center. Plantings shall be used to highlight building features, provide shade, reduce heat gain, screen parking, service areas, and storage areas.

Design Criteria

The landscape plan required for submission and approval by the ACC must be prepared by a licensed Landscape Architect with experience in Colorado.

Landscaping, in accordance with the approved plan, is to be installed prior to obtaining a certificate of occupancy for the building except where seasonal limitations exist, in which case, the landscaping must be installed within 60 days from the time planting operations can be undertaken. Erosion control must be installed when seasonal conditions do not permit planting.

Hardscape

Hardscape design should adopt the following guidelines:

- Thoughtful compositions of materials and colors are highly encouraged
- Hardscape design could complement the architecture

Paving

Allowed paving materials:

- Brick
- Concrete
- Concrete unit paver
- Stone
- Crusher fines
- Ornamental gravel

Prohibited paving materials:

- Asphalt (except in drives and parking areas)
- Synthetic turf

Retaining Walls

Allowed retaining wall materials:

- Boulders
- Concrete unit block
- Stone veneered walls
- Decorative steel

Prohibited retaining wall materials:

- Wood



Example of approved retaining wall

Screen Walls

Screen walls are allowed to screen utilities, loading docks, storage areas, etc. Screen walls are typically taller than other fencing types and therefore fall into a different category. They shall be continuous in character and compatible with the architecture. Screen walls must adhere to local codes.

Allowed fencing materials:

- Concrete
- Masonry
- Stone
- Decorative metal

Prohibited screen wall materials:

- Vinyl or plastic
- Chain link



Examples of approved screen walls

Fencing

Fencing is allowed to screen utilities, loading docks, storage areas, etc. or to prevent public access. Fencing shall be continuous in character and compatible with the architecture. Fencing must adhere local codes.

Allowed fencing materials:

- Wood
- Masonry
- Stone
- Decorative metal

Prohibited fencing materials:

- Vinyl or plastic
- Chain link

Approved Plant List

At least 80% of plant material proposed must be from the Town of Castle Rock, CO Approved Plant List (see Appendix). The Approved Plant list emphasizes non-invasive, drought tolerant, pollinator, and native species.

All plantings shall be appropriate for the local climate.

Minimum deciduous tree size is 2" caliper. (Caliper is to be measured 12" above top of rootball).

All areas not paved or currently built upon must be landscaped and irrigated. Large areas of gravel, bark mulch or bare soil are prohibited. Use of water conserving trees, shrubs and groundcovers is encouraged.

Areas to be developed in a future phase need not be landscaped or irrigated. They do, however, require a minimum application of a drought tolerant seed mix that should be established and properly maintained to prevent erosion and provide for weed control and periodic mowing.

The irrigation system must be below ground and fully automated. Use of drip irrigation for trees and shrubs is encouraged. All backflow devices should be either underground or screened from view. Overspray onto hardscape areas should be minimized.

Parking Lot Landscaping

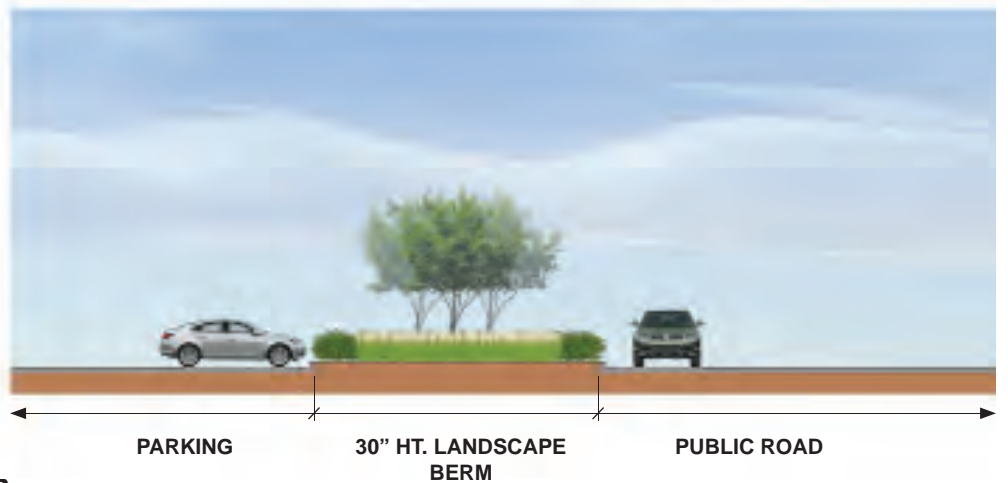
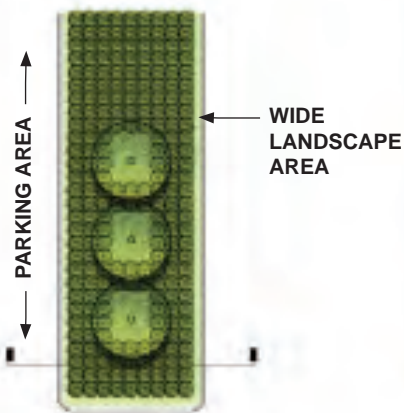
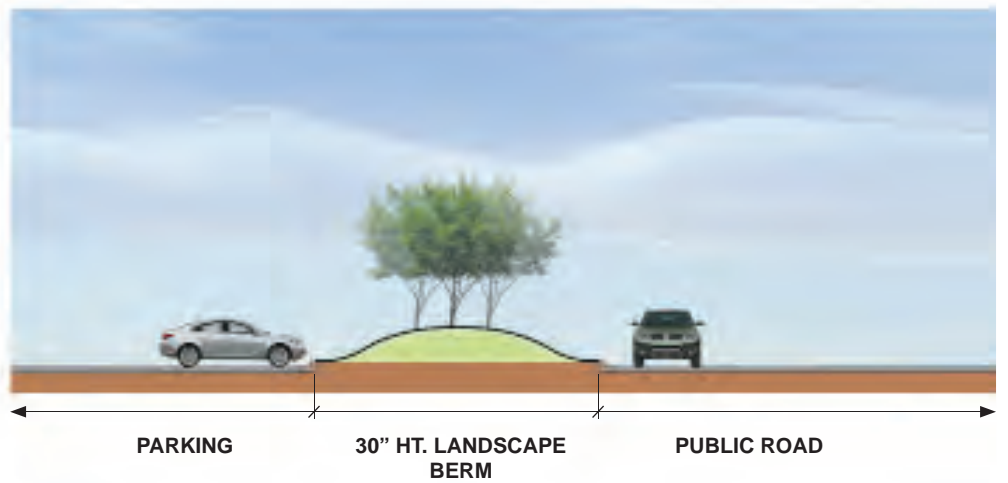
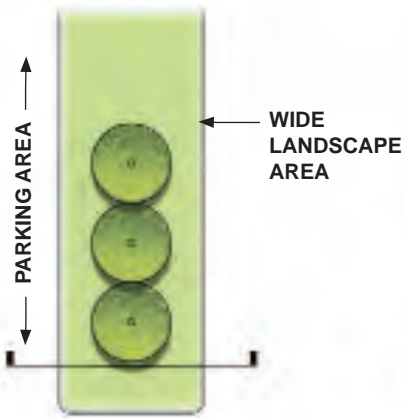
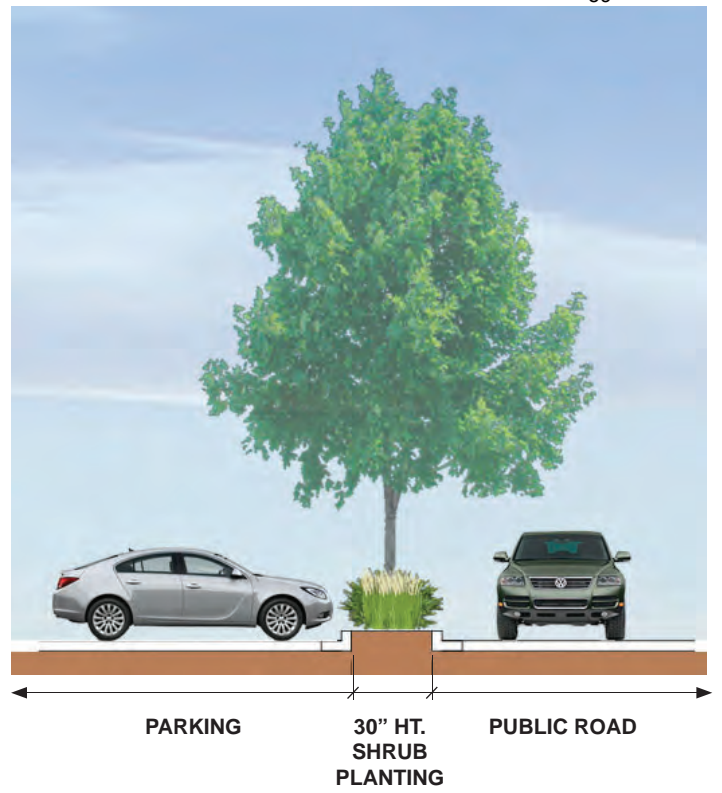
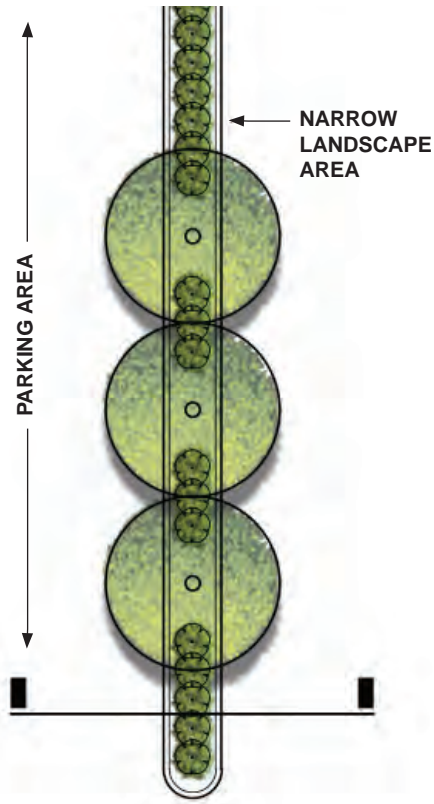
Berming shall be provided as a means of screening parking areas from public streets. Where berming is not possible, heavier concentrations of evergreen trees and/or shrub plantings shall be used.



Examples of approved parking area berming



Examples of approved parking area plant screening



CONCORD BUSINESS CENTER

SECTION 5

LANDSCAPE MAINTENANCE SPECIFICATIONS

GRASS AREAS

Mowing: All lawn grass areas shall be maintained at a height of approximately 2.5" to 3". Mowing will include trimming and edging along curbs, around trees, light posts, signs, and sidewalks. Excessive clippings will be removed and all clippings will be vacuumed or swept from sidewalks/or curbs. Mowing is to be done on a weekly basis, weather permitting. Native grass areas will only be mowed after grass species has completed its reseeding process.

Fertilization: Fertilization of lawn grass areas is to be done two times per year (May and October) using an organic, slow release fertilizer per manufacturers specifications.

Weed Control: Weeds are to be removed as often as necessary to prevent weed proliferation through manual means or by using an approved EPA approved herbicide.

GROUND COVER & SHRUBS

Fertilization: Fertilization will be applied twice a year with an organic, slow release 30-10-10 ornamental shrub and tree fertilizer per manufacturers specifications.

Trimming and Pruning: Trimming and pruning will be done as needed to remove dead wood. Shaping shrubs is prohibited. Trees and shrubs shall be pruned to maintain their natural shape.

Weed Control: Weeds are to be removed as often as necessary to prevent weed proliferation through manual means or by using an approved EPA approved herbicide.

Trees

Pruning and Trimming: All pruning shall be performed by qualified personnel to maintain a natural appearance, to balance crown with root, to maintain growth, to eliminate diseased, damaged or weak growth and to reduce wind

damage by thinning out crowns.

Evergreens shall be thinned when necessary to prevent wind and storm damage.

All pruning cuts shall be made to lateral branches or buds, or flush with trunk, and painted with industry standard tree paint.

Staking and Guying: Stakes and guys are to be removed as soon as they are no longer necessary, generally after the first full growing season.

Weed Control: Basins around trees will be kept free of weeds. Mulch is required within tree rings.

Feeding and fertilization: All trees in native grass areas are to be deep-root fed in March and October. The deep-root feeding is to be accomplished in such a manner as to break up the compaction around the root ball of each tree.

The trees within other areas need to be deep-root fed only once per year.

A 25-10-10 tree and shrub fertilizer applied per manufacturers specifications is recommended.

Winter Wrapping: Tree wrap shall be installed around thin barked trees such as Honey Locust. The wrap should be applied in November and removed in April or early May for the first three seasons after installation.

IRRIGATION

Irrigation shall be scheduled for the hours between 9pm and 5am and will not be done on the night before mowing is scheduled. All possible efforts will be made to avoid irrigation during rainstorms or after heavy rains.

Irrigated turf shall be irrigated at a frequency and quantity that will prevent serious visible moisture stress, yet is not excessive. Recommended frequency is 3 days per week. Peak season (July and August) application rates will target 1.75 inches of water per week.

All irrigation systems shall be maintained in good repair and any problems (e.g. blown head, ruptured pipe, etc.) shall be repaired as quickly as practical. All systems will be properly winterized by qualified irrigation personnel.

TRASH REMOVAL

All areas: All foreign debris will be removed from the lawn areas prior to mowing. Trash will be picked up on a weekly basis in the non-lawn areas.

INSECT AND DISEASE CONTROL

All areas: Insect and disease control will be on an "as needed" basis. However, contractor must spray for insect and disease control within 48 hours of diagnosis.

WINTER INSPECTIONS

All areas: An inspection of the trees, shrubs, and ground covers shall be made at least twice each winter month to ascertain correct moisture levels and to identify other problems which might arise.

REPLACEMENT OF PLANTS

All areas: All dead material will be removed upon diagnosis and replaced as practical.

APPENDIX

- Town of Castle Rock, CO Approved Plant List

Town of Castle Rock Plant List

Botanical (Latin) Name	Common Name	Relative Size**			Ht	Wdth	Ft On Center	Street Tree†	Hyd68 Zone***						
		S	M	L					1†	2†	3	4 (burf)			
Trees															
Deciduous Shade Trees															
<i>Acer freemanii</i> 'Autumn Blaze'	Autumn Blaze		x		50	35	30	x			x	x			
<i>Acer platanoides</i>	Norway Maple		x		50	30	25				x	x			
<i>Catalpa speciosa</i>	Catalpa		x		50	30	20	x†			x	x	x		
<i>Celtis occidentalis</i>	Common Hackberry		x		45	45	35	x†			x	x			
<i>Corylus colurna</i>	Turkish Filbert		x		50	30	25	x†			x	x			
<i>Gymnocladus dioica</i>	Kentucky Coffeetree		x		50	35	30	x†			x	x			
<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Imperial'	Imperial® Honey Locust		x	x	45	40	35	x			x	x			
<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Shademaster'	Shademaster® Honey Locust		x	x	45	40	35	x†			x	x			
<i>Gleditsia triacanthos</i> var. <i>inermis</i> 'Skyline'	Skyline® Honey Locust		x	x	45	40	35	x			x	x			
<i>Populus x acuminata</i>	Lanceleaf cottonwood		x		50	40	35						x		
<i>Populus sargentii</i>	Plains Cottonwood			x	60	40							x		
<i>Populus tremuloides</i>	Quaking Aspen		x		35	30							x		
<i>Quercus macrocarpa</i>	Bur Oak		x		70	50	40	x†			x	x	x		
<i>Quercus robur</i>	English Oak		x		60	40	35	x†			x	x	x		
<i>Quercus rubra</i>	Northern Red Oak		x		75	45	40	x†			x	x			
<i>Quercus bicolor</i>	Swamp White Oak		x		50	45	40	x†			x	x	x		
<i>Sophora japonica</i>	Japanese Pagoda Tree		x		40	40	40				x	x			
<i>Tilia americana</i> 'Redmond'	Redmond Linden			x	60	40	35	x			x	x			
<i>Tilia cordata</i>	Little Leaf Linden		x		40	30	25	x†			x	x			
<i>Tilia mongolica</i>	Mongolian linden		x		35	25	20	x			x	x			
<i>Tilia x euchlora</i>	Crimean linden		x		35	35	30	x			x	x			
Deciduous Ornamental Trees															
<i>Acer grandidentatum</i>	Bigtooth Maple		x		25	25					x	x			
<i>Acer glabrum</i>	Rocky Mountain Maple		x		15	15					x	x			
<i>Acer ginnala</i>	Ginnala Maple		x		15	20					x	x			
<i>Acer tataricum</i>	Tatarian Maple		x		20	20	20	x			x	x			
<i>Cercis canadensis</i>	Redbud		x		25	15					x	x			
<i>Crataegus crus-galli</i> var. <i>inermis</i>	Cockspur Thornless Hawthorn		x		15	15	15	x		x	x	x			
<i>Crataegus ambigua</i>	Russian Hawthorn		x		20	15	15	x			x	x			
<i>Crataegus phaenopyrum</i>	Washington Hawthorn		x		20	15	15	x			x	x			
<i>Koelreuteria paniculata</i>	Goldenrain Tree		x	x	25	25	20	x			x	x			
<i>Malus</i> spp.	Apples, crabapples		x		20	20	20				x	x	x		
<i>Malus</i> 'Brandywine'	Brandywine Crabapple			x	20	20	20				x	x			
<i>Malus</i> 'Dolgo'	Dolgo Crabapple		x		25	25	20				x	x			
<i>Malus</i> 'Radiant'	Radiant Crabapple		x		25	20	20				x	x			
<i>Malus</i> 'Spring Snow'	Spring Snow Crabapple			x	25	15	20				x	x			
<i>Prunus armeniaca</i>	Apricot		x		20	20	20				x	x	x		
<i>Prunus cerasifera</i>	Newport Plum			x	20	20					x	x			
<i>Prunus maackii</i>	Amur Chokecherry		x		20	20					x	x			
<i>Prunus virginiana</i> 'Shubert'	Canada Red Chokecherry		x		25	20					x	x			
<i>Prunus</i> spp.	Cherries/Plums		x		20	20	20				x	x			
<i>Ptelea trifoliata</i>	Wafer Ash		x		25	20	20	x			x	x			
<i>Pyrus calleryana</i>	Ornamental Pear			x	30	30	20	x			x	x	x		
<i>Robinia neomexicana</i>	New Mexican Locust		x		20	20	20				x	x			
<i>Syringa reticulata</i>	Japanese Tree Lilac		x		20	20	15	x			x	x			
<i>Quercus gambelii</i>	Gambel Oak		x		20	15					x	x			
Evergreen Trees															
<i>Abies concolor</i>	White Fir			x	45	25					x	x			
<i>Picea pungens</i>	Colorado Blue Spruce			x	60	30					x	x	x		
<i>Pinus aristata</i>	Bristlecone Pine			x	30	15					x	x			
<i>Pinus edulis</i>	Piñon Pine			x	25	20					x	x			
<i>Pinus flexilis</i>	Limber Pine			x	35	15					x	x			
<i>Pinus ponderosa</i>	Ponderosa Pine			x	60	30					x	x	x		
<i>Pinus nigra</i>	Austrian Pine			x	50	30					x	x			
<i>Pinus strobiformis</i>	Southwestern White Pine			x	45	25					x	x			
<i>Pinus sylvestris</i>	Scotch Pine			x	40	25					x	x			
<i>Pseudotsuga menziesii</i>	Douglas Fir			x	50	25					x	x			
Shrubs															
Upright Evergreen Shrub															
<i>Juniperus chinensis</i> 'Hetzi Columnaris'	Hetzi Upright Juniper			x	15	5		x			x	x	x		
<i>Juniperus chinensis</i> 'Spartan'	Spartan Juniper			x	15	4					x	x			
<i>Juniperus chinensis</i> 'Spearpoint'	Spearpoint Juniper			x	15	8					x	x			
<i>Juniperus chinensis</i> 'Blue Point'	Blue Point Juniper			x	15	8					x	x			
<i>Juniperus communis</i> 'Compressa'	Pencil Point Juniper			x	3	2					x	x			
<i>Juniperus monosperma</i>	One Seed Juniper			x	20	20					x	x			
<i>Juniperus osteosperma</i>	Utah Juniper			x	20	20					x	x			
<i>Juniperus scopulorum</i>	Rocky Mountain Juniper			x	25	15	6				x	x			
<i>Juniperus scopulorum</i> 'ColoGreen'	ColoGreen Juniper			x	20	8	6				x	x			
<i>Juniperus scopulorum</i> 'Gray Gleam'	Gray Gleam Juniper			x	15	8	5				x	x			
<i>Juniperus scopulorum</i> 'Moonglow'	Moonglow Juniper			x	15	8					x	x			
<i>Juniperus scopulorum</i> 'Pathfinder'	Pathfinder Juniper			x	15	8					x	x			
<i>Juniperus scopulorum</i> 'Skyrocket'	Skyrocket Juniper			x	15	4	3	x			x	x			
<i>Juniperus scopulorum</i> 'Wichita Blue'	Wichita Blue Juniper			x	15	6					x	x			
<i>Juniperus virginiana</i> 'Burkii'	Burk Eastern Red Cedar			x	25	15					x	x			

Botanical (Latin) Name	Common Name	S	M	L	Ht	Width	Ft On Center	Street Tree*	1*	2*	3	4 (turf)
Spreading (low-growing) Junipers												
<i>Juniperus chinensis</i> 'Armstrongii'	Armstrong Juniper		x		4	4					x64	
<i>Juniperus communis depressa</i> 'Effusa'	Effusa Juniper	x			2	6			x	x		
<i>Juniperus horizontalis</i> 'Bar Harbor'	Bar Harbor Juniper	x			1	6				x		
<i>Juniperus horizontalis</i> 'Blue Chip'	Blue Chip Juniper	x			1	8				x		
<i>Juniperus horizontalis</i> 'Hughes'	Hughes Juniper	x			1	6				x		
<i>Juniperus horizontalis</i> 'Monber'	Icee Blue™ Juniper	x			2	8				x		
<i>Juniperus horizontalis</i> 'Prince of Wales'	Prince of Wales Juniper	x			1	8				x		
<i>Juniperus horizontalis</i> 'Wiltonii'	Wiltonii/BlueRug Juniper	x			1	8				x		
<i>Juniperus horizontalis</i> 'Youngstown'	Andorra Juniper	x			2	6				x		
<i>Juniperus x media</i> 'Holbert'	Spreading Juniper	x			3	8				x		
<i>Juniperus x media</i> 'Sea Green'	Sea Green/Mint Julep™ Juniper		x		6	7				x		
<i>Juniperus x media</i> 'Old Gold'	Old Gold/Gold Coast™ Juniper		x		4	4				x		
<i>Juniperus procumbens</i> 'Green Mound'	Green Mound Juniper	x			1	8				x		
<i>Juniperus sabina</i> 'Arcadia'	Arcadia Juniper	x			2	4				x		
<i>Juniperus sabina</i> 'Broadmoor'	Broadmoor Juniper	x			2	10				x		
<i>Juniperus sabina</i> 'Buffalo'	Buffalo Juniper	x			1	8				x		
<i>Juniperus sabina</i> 'Monna'	Calgary Carpet Juniper	x			1	6				x		
<i>Juniperus sabina</i> 'Scandia'	Scandia Juniper	x			2	8				x		
<i>Juniperus sabina</i> 'Sierra Spreader'	Sierra Spreader Juniper	x			1	8				x		
<i>Juniperus sabina</i> 'Tamariscifolia'	Tammany Juniper		x		4	8				x		
<i>Juniperus scopulorum</i> 'Table Top Blue'	Table Top Blue Juniper		x		6	8				x		
<i>Juniperus squamata</i> 'Blue Star'	Blue Star Juniper	x			3	4				x	x	
<i>Juniperus virginiana</i> 'Grey Owl'	Grey Owl Juniper	x			3	6				x		
Deciduous Shrubs												
<i>Amelanchier alnifolia</i>	Saskatoon Serviceberry		x	x	15	15				x	x	
<i>Amelanchier alnifolia</i> 'Regent'	Regent Serviceberry		x	x	6	6				x	x	
<i>Amorpha canescens</i>	Leadplant		x		4	4			x	x		
<i>Amorpha fruticosa</i>	Indigobush		x		8	15				x		
<i>Amorpha nana</i>	Dwarf leadplant	x			2				x			
<i>Aronia melanocarpa</i>	Black Chokeberry		x	x	7	4					x	
<i>Atriplex canescens</i>	Four Wing Saltbush		x		6	3			x			
<i>Atriplex confertifolia</i>	Shadscale Saltbush	x			3	5			x			
<i>Berberis spp.</i>	Barberry		x		6	6				x	x	
<i>Berberis thunbergii</i> 'Crimson Pygmy'	Crimson Pygmy Barberry	x	x		2	3				x	x	
<i>Buddleia alternifolia</i> 'Argentea'	Alternate-leaf Butterfly Bush		x		15	10				x	x	
<i>Caragana arborescens</i>	Siberian Peashrub			x	15	12			x	x		
<i>Caragana pygmaea</i>	Pygmy Peashrub	x	x		3	3			x	x		
<i>Caryopteris x clandonensis</i>	Blue Mist Spirea		x		4	4				x	x	
<i>Caryopteris x clandonensis</i> 'Dark Knight'	Dark Knight Spirea		x		5	4				x	x	
<i>Caryopteris x clandonensis</i> 'First Choice'	Compact Blue Mist Spirea	x			3	3				x	x	
<i>Certoides lanata</i>	Winterfat	x	x		3				x			
<i>Cercocarpus ledifolius</i>	Curl Leaf Mountain Mahogany		x	x	15	15			x			
<i>Cercocarpus montanus</i>	Mountain Mahogany		x	x	15	15			x			
<i>Cercocarpus intricatus</i>	Dwarf Mountain Mahogany	x			4	4			x			
<i>Chamaebatiara millefolium</i>	Fembush		x		6	6			x			
<i>Chrysothamnus nauseosus</i>	Rabbitbrush		x		6	4			x			
<i>Chrysothamnus nauseosus</i> 'Dwarf Blue'	Dwarf Rabbitbrush	x			3	3			x			
<i>Cornus alba</i>	European Dogwood		x		5	8						x
<i>Cornus sericea</i>	Dogwood		x	x	6	8						x
<i>Cotinus coggygria</i> 'Royal Purple'	Smoketree			x	12	12					x	
<i>Cotoneaster lucidus</i>	Peking Cotoneaster		x		8	8				x	x	
<i>Cotoneaster apiculatus</i>	Cranberry Cotoneaster	x			3	6				x		
<i>Cowania mexicana</i>	Cliffrose			x	12	6			x			
<i>Daphne x burkwoodii</i> 'Carol Mackie'	Carol Mackie Daphne		x		3	4					x	
<i>Ephedra viridis</i>	Morman Tea		x		4	6			x	x		
<i>Euonymus alatus</i>	Burning Bush		x	x	12	10					x	
<i>Euonymus alatus</i> 'Compactus'	Dwarf burning bush		x		5	4				x		
<i>Fallugia paradoxa</i>	Apache Plume		x		6	6			x			
<i>Forestiera neomexicana</i>	New Mexico Privet			x	15	10			x	x	x	
<i>Forsythia spp</i>	Forsythia		x		6	5					x	
<i>Genista tinctoria</i> 'Royal Gold'	Royal Gold Woadwaxen	x			2	2				x	x	
<i>Holodiscus dumosus</i>	Rock Spirea		x		7	9			x	x		
<i>Hippophae rhamnoides</i>	Sea Buckthorn				12	10			x			
<i>Hypericum spp</i>	St. Johnswort	x			3	3				x	x	
<i>Hypericum kalmianum</i>	Kalm's St. Johnswort	x			2	4				x	x	
<i>Hypericum kalmianum</i> 'Ames'	Ames St. Johnswort	x			2	3				x	x	
<i>Jamesia americana</i>	Waxflower , fivepetal cliffbush		x		6	6			x	x	x	
<i>Kolkwitzia amabilis</i>	Beautybush		x		10	8				x	x	
<i>Ligustrum obtusifolium regelianum</i>	Regal Privet		x		5	5					x	
<i>Ligustrum vulgare</i> 'Cheyenne'	Cheyenne Privet		x	x	10	12					x	
<i>Ligustrum vulgare</i> 'Lodense'	Lodense Privet		x	x	10	12					x	
<i>Lonicera korolkowii</i> 'Floribunda'	Blue Velvet Honeysuckle		x		12	8				x	x	
<i>Lonicera syringantha</i> 'Wolfii'	Tiny Trumpets Honeysuckle		x		4	6				x	x	
<i>Lonicera tatarica</i> 'Arnold Red'	Arnold Red Honeysuckle		x		8	8				x	x	
<i>Lonicera x xylostoides</i> 'Clavey's Dwarf'	Clavey's Dwarf Honeysuckle		x		5	5				x	x	
<i>Peraphyllum ramosissimum</i>	Squaw Apple		x		7	7				x	x	
<i>Philadelphus lewisii</i> 'Cheyenne'	Cheyenne Mockorange		x		5	6					x	

Botanical (Latin) Name	Common Name	S	M	L	Ht	Width	Ft On Center	Street Tree*	1*	2*	3	4 (turf)
<i>Philadelphus microphyllus</i>	Littleleaf Mockorange		x		4	5						x
<i>Physocarpus opulifolius</i> 'Dart's Gold'	Ninebark	x			4	4					x65	
<i>Physocarpus opulifolius</i>	Common Ninebark			x	9	8					x	
<i>Potentilla fruticosa</i>	Shrubby Cinquefoil	x			4	4					x	x
<i>Potentilla fruticosa</i> 'Golden Drop'	Gold Drop Potentilla	x			3	2					x	x
<i>Prunus americana</i>	American Plum			x	12	10					x	x
<i>Prunus besseyi</i> 'Pawnee Buttes'	Pawnee Buttes Sand Cherry	x			2	5					x	x
<i>Prunus besseyi</i> 'Western'	Western Sandcherry			x	6	5					x	x
<i>Prunus x cistena</i>	Purple leaf sand cherry			x	14	10					x	
<i>Prunus virginia</i>	Chokecherry			x	20	20					x	x
<i>Prunus tomentosa</i>	Nanking Cherry			x	8	8			x		x	
<i>Purshia tridentata</i>	Antelope bitterbrush			x	5	4					x	
<i>Quercus gambelii</i>	Gambel Oak			x	20	15			x		x	
<i>Quercus undulata</i>	Wavy Leaf Oak			x	9	6			x		x	
<i>Rhamnus smithii</i>	Smith's Buckthorn			x	8	8			x		x	
<i>Rhus aromatica</i>	Fragrant Sumac			x	6	8			x		x	
<i>Rhus aromatica</i> 'Grow-Low'	Gro-Low Sumac	x			3	6			x		x	
<i>Rhus glabra</i> 'Cismontana'	Rocky Mountain Sumac			x	5	6			x		x	
<i>Rhus glabra</i>	Smooth Sumac			x	15	12			x		x	
<i>Rhus glabra</i> 'Laciniata'	Smooth Cutleaf Sumac			x	6	8			x		x	
<i>Rhus trilobata</i>	Three Leaf Sumac			x	6	8			x		x	
<i>Rhus typhina</i>	Staghorn Sumac			x	20	20			x		x	
<i>Rhus typhina</i> 'Laciniata'	Staghorn Cutleaf Sumac			x	10	8			x		x	
<i>Ribes alpinum</i>	Alpine Currant	x			5	5						x
<i>Ribes aureum</i>	Golden Currant	x	x		6	5			x		x	x
<i>Ribes cereum</i>	Wax Currant	x			4	3			x		x	
<i>Ribes hirtellum</i>	Gooseberry	x	x		5	6					x	x
<i>Ribes inerme</i>	Whitestem gooseberry			x							x	x
<i>Ribes nigrum</i>	Black Currant	x	x		5	5					x	x
<i>Ribes sativum</i> 'Red Lake'	Red Currant	x	x		4	4					x	
<i>Rosa foetida</i> 'Bicolor'	Austrian Copper Rose, Shrub			x	6	8					x	
<i>Rosa glauca</i>	Redleaf Shrub Rose			x	5	6					x	x
<i>Rosa</i> 'Nearly Wild'	Floribunda Rose	x			2	3					x	x
<i>Rosa</i> Meidiland	Meidiland Rose	x	x		4	5					x	x
<i>Rosa</i> Rugosa	Rugosa Hybrid Roses			x	5	5					x	x
<i>Rosa</i> Shrub	Shrub Rose	x	x	x	6	8					x	x
<i>Rosa x harisonii</i>	Harrison's Yellow Shrub Rose			x	5	6			x		x	
<i>Rosa woodsii</i>	Wood's Rose	x			3	4					x	x
<i>Rubus deliciosus</i>	Boulder Raspberry			x	8	6					x	x
<i>Shepherdia argentea</i>	Silver Buffaloberry			x	12	8					x	x
<i>Shepherdia canadensis</i>	Russet Buffaloberry	x	x		4	4					x	x
<i>Sibiraea laevigata</i>	Siberian spiraea			x	5	5					x	x
<i>Spiraea japonica</i> 'Little Princess'	Japanese spiraea	x			2.5	3						x
<i>Spiraea nipponica</i> 'Snowmound'	Snowmound Spiraea			x	5	8					x	x
<i>Spiraea x bumalda</i> 'Anthony Waterer'	Anthony Waterer Spiraea	x			3	4					x	x
<i>Spiraea</i> x 'Vanhoutte'	Vanhoutte Spiraea			x	8	10					x	x
<i>Symphoricarpos albus</i>	Snowberry	x			4	6					x	x
<i>Symphoricarpos</i> x 'Chenault'	Chenault Coralberry			x	6	6					x	x
<i>Symphoricarpos</i> x <i>chenaultii</i> 'Hancock'	Hancock Coralberry			x	2	6					x	x
<i>Syringa hyacinthiflora</i>	Early Lilac			x	10	10					x	x
<i>Syringa patula</i> 'Miss Kim'	Miss Kim Lilac			x	5	5					x	x
<i>Syringa</i> x <i>prestoniae</i> 'Donald Wyman'	Donald Wyman Lilac			x	8	8					x	x
<i>Syringa</i> x <i>prestoniae</i> 'James MacFarlane'	James MacFarlane Lilac			x	8	8					x	x
<i>Syringa</i> x <i>prestoniae</i> 'Minuet'	Late Canadian Lilac	x	x		4	5					x	x
<i>Syringa</i> x <i>prestoniae</i> 'Royalty'	Royalty Lilac			x	8	8					x	x
<i>Syringa vulgaris</i>	Common Purple Lilac			x	15	15					x	x
<i>Syringa vulgaris</i> 'Alba'	Common White Lilac			x	15	15					x	x
<i>Syringa vulgaris</i> 'Charles Joly'	Charles Joly Lilac			x	15	15					x	x
<i>Viburnum lantana</i>	Wayfaring Viburnum			x	15	8					x	x
<i>Viburnum lantana</i> 'Mohican'	Mohican Viburnum			x	7	8					x	x
<i>Viburnum rhytidophylloides</i> 'Alleghany'	Alleghany Leatherleaf Viburnum			x	10	10					x	x
Evergreen Shrubs												
<i>Arctostaphylos x coloradoensis</i>	Panchito™ Manzanita	x			1	3					x	
<i>Arctostaphylos uva-ursi</i>	Kinnikinnick, bearberry	x			1	6					x	x
<i>Artemisia cana</i>	Silver Sagebrush			x	4	3					x	
<i>Artemisia filifolia</i>	Sand Sagebrush			x	5	6					x	x
<i>Artemisia tridentata</i>	Tall Western Sage			x	6	5					x	
<i>Cytisus</i> x 'Lilac Time'	Lilac Time Broom	x			3	3					x	
<i>Cytisus</i> x 'Minstead'	Minstead Broom	x			3	4					x	
<i>Cytisus</i> x <i>praecox</i> 'Allgold'	Allgold Warminster Broom	x			3	4					x	
<i>Cytisus purgan</i> 'Spanish Gold'	Spanish Gold Broom			x	4	5					x	
<i>Cytisus scoparius</i> 'Moonlight'	Moonlight Broom	x	x		5	4					x	
<i>Ephedra equisetina</i>	Bluestem Joint Fir			x	6	7					x	x
<i>Hesperaloe parviflora</i>	Red Flowering Yucca	x			2	2					x	x
<i>Mahonia aquifolium</i>	Oregon Grape Holly	x	x		5	6					x	x
<i>Mahonia aquifolium</i> 'Compacta'	Compact Oregon Grape Holly	x			3	3					x	x
<i>Mahonia repens</i>	Creeping Oregon Grape Holly	x			1	3					x	x
<i>Picea abies</i> 'Nidiformis'	Bird's Nest Spruce			x	8	12						x
<i>Pinus mugo</i> 'I eeny'	Dwarf Mugo Pine	x			2	3					x	
<i>Pinus mugo</i> var <i>mugo</i>	Mugo Pine			x	30	30					x	
<i>Yucca baccata</i>	Banana Yucca	x			3	3					x	
<i>Yucca filamentosa</i>	Adam's Needle			x	4	4					x	x
<i>Yucca glauca</i>	Soapweed	x			2	2					x	

Botanical (Latin) Name	Common Name	S	M	L	Ht	Wdth	Ft On Center	Street Tree ¹	1	2	3	4 (in?)
Perennials												
<i>Achillea filipendulina</i>	Femleaf Yarrow		x		2.5	2			x	x		
<i>Achillea filipendulina</i> 'Moonshine'	Moonshine Yarrow		x		2.5	2			x	x		
<i>Achillea lanulosa</i>	Native Yarrow		x		0.5				x			
<i>Achillea millefolium</i> 'Rosea'	Pink Yarrow		x		2.5	2.5			x	x		
<i>Achillea tomentosa</i>	Woolly yarrow		x		0.5				x	x	x	
<i>Agastache cana</i>	Double Bubble Mint		x		2	2			x	x		
<i>Agastache rupestris</i>	Sunset Hyssop			x	3					x	x	
<i>Alcea rosea</i>	Hollyhock			x	6	1			x	x		
<i>Alchemilla mollis</i>	Lady's Mantle		x		1.5					x	x	
<i>Allium cernuum</i>	Nodding onion		x		1					x	x	
<i>Alyssoides utriculata</i>	Bladderpod		x		1	2				x		
<i>Alyssum saxatile</i>	Alyssum		x		1					x		
<i>Alyssum wulfenianum</i>	Mountain Alyssum		x		0.5					x		
<i>Anacyclus depressus</i>	Atlas Daisy		x		0.25	1				x		
<i>Anchusa azurea</i> 'Dropmore'	Dropmore bugloss			x	4	2				x	x	
<i>Anemone sylvestris</i>	Snow Drop		x		2	1				x	x	
<i>Antennaria dioica</i>	Pussytoes		x		2	1				x	x	
<i>Aquilegia</i> Hybrids	Columbine		x	x	3					x	x	
<i>Arabis</i> sp.	Mountain Rockcress		x		0.5				x	x		
<i>Armeria maritima</i>	Sea thrift		x		0.5					x		
<i>Artemisia caucasica</i>	Caucasian sage		x		1.5					x		
<i>Artemisia frigida</i>	Fringed sage		x		1.5					x		
<i>Artemisia ludoviciana</i>	Prairie Sage		x		1.5	1.5			x	x		
<i>Artemisia</i> 'Powis Castle'	Powis Castle Sage		x		2				x	x		
<i>Artemisia</i> 'Silver Brocade'	Dusty Miller Sage		x		1	2				x		
<i>Artemisia schmidtiana</i>	Silver Mound Sage		x		1	1.5			x	x		
<i>Artemisia stelleriana</i> 'Silver Brocade'	Perennial Dusty Miller Sage		x		2	1.5			x	x		
<i>Asclepias tuberosa</i>	Butterfly Weed		x		2.5	1.5				x	x	
<i>Aster alpinus</i>	Alpine aster		x		1					x		
<i>Aster</i> Hybrids	Fall Aster		x	x	3					x		
<i>Aster laevis</i>	Smooth Aster			x	3.5					x		
<i>Aster novae-angliae</i>	Aster			x	3	2				x		
<i>Aster porteri</i>	Porter aster		x		1					x		
<i>Aubrieta deltoidea</i> 'Purple Gem'	Purple Rockcress		x		0.5	2				x		
<i>Aurnia saxatilis</i> 'Compacta'	Basket-of-Gold		x		1	1				x		
<i>Baptisia australis</i>	False Indigo		x	x	4	4				x	x	
<i>Berlandiera lyrata</i>	Chocolate Flower		x		1	0.5				x		
<i>Boltonia asteroides</i> 'Snowbank'	Snowbank Starflower			x	6	3				x	x	
<i>Callirhoe involucrata</i>	Prairie Winecup		x		1	2			x	x		
<i>Galyophus hartwegii</i> var. <i>fendleri</i>	Sundrops		x		0.5				x			
<i>Campanula poscharskyana</i>	Serbian Bellflower		x		0.5	1				x		
<i>Campanula rotundifolia</i>	Harebell		x		1	1				x		
<i>Catananche caerulea</i>	Cupid's Dart		x		1.5					x		
<i>Centaurea montana</i>	Perennial Bachelor Button		x		2	2				x		
<i>Centaurea dealbata</i> 'Rosea'	Persian Cornflower		x		2					x	x	
<i>Centranthus ruber</i>	Jupiter's Beard			x	3	2			x	x	x	
<i>Ceratostigma plumbaginoides</i>	Plumbago		x		1	2				x	x	
<i>Cerastium tomentosum</i>	Snow-in-Summer		x		1	1				x		
<i>Chrysanthemum coccineum</i>	Painted Daisy		x		2.5	1.5				x		
<i>Chrysanthemum parthenium</i> 'Aureum'	Golden Feverfew		x		1	1				x		
<i>Convallaria majalis</i>	Lily-of-the-Valley		x		0.5	1				x	x	
<i>Goreopsis auriculata</i> 'Nana'	Dwarf Coreopsis		x		0.5					x		
<i>Coreopsis grandiflora</i>	Coreopsis		x		2.5					x	x	
<i>Coreopsis rosea</i>	Pink Coreopsis		x		2	2.5				x	x	
<i>Coreopsis verticillata</i> 'Moonbeam'	Moonbeam Coreopsis		x		2					x		
<i>Coreopsis verticillata</i> 'Zagreb'	Zagreb Coreopsis		x		2					x		
<i>Crocus</i> sp.	Crocus		x		0.25					x	x	
<i>Delosperma cooperi</i>	Ice Plant		x		0.25	1			x	x		
<i>Delosperma nubigenum</i>	Yellow Ice Plant		x		0.25	1			x	x		
<i>Delphinium</i> sp.	Delphinium			x	4					x	x	
<i>Dianthus deltoideus</i>	Maiden Pink		x		0.5					x	x	
<i>Dianthus</i> 'First Love'	First Love Dianthus		x		1.5					x		
<i>Dianthus gratianopolitanus</i>	Cheeddar Pink		x		0.5					x		
<i>Dianthus</i> Hybrids	Cottage Pink		x		1.5					x		
<i>Diascia integerrima</i> 'Coral Canyon'	Coral Canyon Twinspur		x		1					x	x	
<i>Echinacea pallida</i>	Drooping Coneflower		x	x	3					x		
<i>Echinacea purpurea</i>	Purple Coneflower		x	x	3					x	x	
<i>Echinacea purpurea</i> 'Alba'	White Coneflower		x	x	3					x	x	
<i>Echinacea purpurea</i> 'Magnus'	Magnus Coneflower		x	x	3					x	x	
<i>Echinocereus coccineus</i>	Turk's Head Cactus		x		0.5	1			x			
<i>Echinops nitro</i> 'Taplow Blue'	Small Globe Thistle			x	4	2				x		
<i>Echinops sphaerocephalus</i> 'Arctic Glow'	Great Globe Thistle			x	4	2				x		
<i>Echinocereus triglochidiatus</i>	Claret Cup Cactus		x		1	1				x		
<i>Epilobium canum</i> subsp. <i>garrettii</i>	Orange Carpet Hummingbird Trumpet		x		1	3			x	x		
<i>Epilobium fleischeri</i>	Alpine Willow Herb		x		1.5	1				x	x	
<i>Eriogonum umbellatum</i>	Sulphur flower, buckwheat		x		1	2			x	x		
<i>Eryngium planum</i> 'Blaukappe'	Sea Holly		x		2	1.5				x	x	
<i>Eschscholzia californica</i>	California Poppy		x		2					x	x	
<i>Escobaria vivipara</i> v. <i>vivipara</i>	Spiny Star Cactus		x		0.5	0.25			x			
<i>Escobaria missouriensis</i>	Missouri Pincushion		x						x			
<i>Euphorbia polychroma</i>	Cushion Spurge		x		2	0.25			x	x	x	
<i>Fallopia japonica</i>	Japanese Fleece Flower			x	4	4				x	x	
<i>Fallopia japonica</i> 'Compacta'	Dwarf Japanese Fleece Flower		x		2	2				x		
<i>Fragaria</i> 'Pink Panda'	Pink Panda Strawberry		x		0.5	1				x	x	x
<i>Gaillardia aristata</i>	Blanket Flower		x		2.5	2.5				x		

Botanical (Latin) Name	Common Name	Ft On					Center	Street Tree*	+				
		S	M	L	Ht	Wdth			1+	2+	3	4 (turf)	
<i>Gaillardia aristata</i> 'Goblin'	Goblin Dwarf Blanket Flower	x			1					x	x		
<i>Galium odoratum</i>	Sweet Woodruff	x			1							67	x
<i>Gaura lindheimeri</i>	Whirling Butterflies	x			4					x	x		
<i>Gazania linearis</i> 'Colorado Gold'	Hardy Colorado Gold Gazania	x			0.5					x	x		
<i>Gentiana septemfida</i>	Fall Gentian	x			0.5	0.5				x	x		
<i>Geranium cantabrigiense</i> 'Biokovo'	Biokovo Cranesbill	x			0.5					x			
<i>Geranium himalayense</i> 'Johnson's Blue'	Johnson Blue Cranesbill	x			2	2				x	x		
<i>Geranium macrorrhizum</i>	Bigroot Cranesbill	x			1	2				x	x		
<i>Geranium sanguineum</i>	Cranesbill	x			2	2				x	x		
<i>Geranium viscosissimum</i>	Sticky Geranium	x			2	1.5				x			
<i>Geum triflorum</i>	Prairie Smoke	x			1.5					x			
<i>Gutierrezia sarothrae</i>	Broomweed	x			1.5	1.5			x	x			
<i>Gypsophila paniculata</i> 'Compacta Plena'	Baby's Breath	x			1.5					x			
<i>Gypsophila repens</i>	Creeping Baby's Breath	x			0.5					x			
<i>Helenium hoopesii</i>	Orange Sneezeweed		x		4						x	x	
<i>Helenium</i> x 'Bruno'	Sneezeweed		x		4	1.5					x	x	
<i>Helianthemum nummularium</i>	Sunrose or Rock Rose	x			1					x	x		
<i>Helianthus maximilliana</i> 'Santa Fe'	Santa Fe Sunflower			x	10					x	x		
<i>Heliopsis helianthoides</i> 'Summer Sun'	False Sunflower		x		4	3				x	x		
<i>Hemerocallis hybrids</i>	Daylily	x	x		3.5	3.5			x	x			
<i>Hemerocallis</i> 'Stella de Oro'	Stella D'Oro Daylily	x			1				x	x			
<i>Heuchera sanguinea</i>	Coral Bells	x			3	1.5					x	x	
<i>Hosta fortunei</i>	Hosta	x			1.5	1.5							x
<i>Iberis sempervirens</i>	Candytuft	x			1					x	x		
<i>Ipomopsis aggregata</i>	Scarlet Gilia									x			
<i>Iris germanica</i>	Bearded Iris	x	x		3	2			x	x	x		
<i>Iris missouriensis</i>	Missouri iris	x			1	0.5					x	x	
<i>Knautia macedonia</i>	Knautia		x		3					x	x		
<i>Kniphofia uvaria</i>	Red Hot Poker	x	x		3					x	x		
<i>Lamium maculatum</i> 'Beacon Silver'	Beacon Silver Lamium	x			0.5						x	x	
<i>Lamium maculatum</i> 'White Nancy'	White Nancy Lamium	x			0.5						x	x	
<i>Lavandula angustifolia</i> 'Munstead'	English Lavender	x			1.5						x	x	
<i>Leucanthemum compact</i> 'Snow Lady'	Dwarf Shasta Daisy	x			1	1					x		
<i>Leucanthemum x superbum</i> 'Alaska'	Shasta Daisy	x			2.5						x		
<i>Liatris punctata</i>	Dotted Gayfeather	x			0.5	0.5			x	x			
<i>Liatris spicata</i>	Gayfeather		x		3	1				x	x		
<i>Limonium gmelini</i>	Siberian Staice	x			2					x	x		
<i>Limonium latifolium</i>	Sea Lavender	x			2	2					x		
<i>Linum lewisii</i>	Wild Blue Flax	x			1					x			
<i>Linum perenne</i>	Blue Flax	x			2	1.5				x	x		
<i>Lupinus argenteus</i>	Silvery Lupine	x			2	2				x	x		
<i>Lupinus perennis</i>	Wild Lupine	x			2					x	x	x	
<i>Lupinus</i> 'Russell Hybrid'	Russel Hybrid Lupine		x		4	3					x	x	
<i>Lychnis coronaria</i>	Rose Campion		x		3	1.5				x	x		
<i>Lysimachia nummularia</i>	Moneywort	x			0.5	1.5					x	x	
<i>Malva alcea</i> 'Fastigiata'	Hollyhock Mallow		x		4	1.5					x		
<i>Marrubium rotundifolium</i>	Silver Edged Horehound	x			1	1.5			x	x			
<i>Mirabilis multiflora</i>	Desert four-o'clock	x	x		4				x	x			
<i>Melampodium leucanthum</i>	Blackfoot Daisy	x			1.5	1			x	x			
<i>Monarda fistulosa</i>	Bee Balm		x		3	1.5				x	x		
<i>Muscari armeniacum</i> 'Early Giant'	Grape Hyacinth	x			0.5	0.5				x	x		
<i>Narcissus</i> sp.	Daffodil	x			1	1					x		
<i>Nepeta x faassenii</i> 'Walker's Low'	Catmint	x			1.5	2.5			x	x			
<i>Oenothera berlandiera</i> 'Siskiyou'	Mexican Evening Primrose	x			0.5					x			
<i>Oenothera caespitosa</i>	White Evening Primrose	x			0.5	1.5				x	x		
<i>Oenothera macrocarpa</i>	Ozark Sundrops	x			1	2			x	x			
<i>Opuntia</i> spp.	Cactus	x							x				
<i>Origanum laevigatum</i> 'Rosenkuppel'	Ornamental Oregano	x			1	2			x	x			
<i>Osteospermum barberiae</i> var. compactum	Purple Mountain Sun Daisy	x			1	1				x	x		
<i>Osteospermum</i> 'Lavender Mist'	Lavender Mist Sun Daisy	x			1	1				x	x		
<i>Papaver orientale</i>	Oriental Poppy		x		3	2				x	x		
<i>Pediocactus simpsonii</i> var. minor	Plains Cactus	x			0.5				x				
<i>Penstemon barbatus</i>	Scarlet Bugler Penstemon	x	x		3					x			
<i>Penstemon caespitosus</i>	Mat penstemon	x			0.5					x	x		
<i>Penstemon caespitosus</i> 'Claude Barr'	Claude Barr Penstemon	x			0.5	3			x	x			
<i>Penstemon digitalis</i> 'Husker Red'	Red Leaved Penstemon		x		2.5	2				x	x		
<i>Penstemon eatonii</i>	Firecracker Penstemon	x	x		2.5					x			
<i>Penstemon grandiflorus</i> 'Prairie Jewel'	Prairie Jewel Penstemon		x		3					x			
<i>Penstemon x mexicali</i> 'Pikes Peak Purple'	Pikes Peak Purple Penstemon	x			1.5	1				x			
<i>Penstemon x mexicali</i> 'Red Rocks'	Red Rocks Penstemon	x			1.5	1				x			
<i>Penstemon pinifolius</i>	Pine-Leaf Penstemon	x			1					x			
<i>Penstemon pinifolius</i> 'Mersea Yellow'	Mersea Yellow Penstemon	x			1					x			
<i>Penstemon strictus</i>	Rocky Mountain Penstemon	x			4	3				x	x		
<i>Penstemon teucrioides</i>	Gemander penstemon	x			0.5					x	x		
<i>Penstemon virens</i>	Blue mist penstemon	x			0.5						x		
<i>Perovskia atriplicifolia</i>	Russian Sage		x		5	4			x	x			
<i>Perovskia atriplicifolia</i> 'Little Spire'	Dwarf Russian Sage	x			2	2				x	x		
<i>Persicaria affinis</i>	Himalayan Border Jewel	x			1	2				x	x		
<i>Petalostemon purpureum</i>	Prairie Clover	x	x		3				x	x			
<i>Phlomis russeliana</i>	Hardy Jerusalem Sage	x			0.25					x			
<i>Phlox subulata</i>	Creeping Phlox	x			0.5					x	x		
<i>Physostegia virginiana</i>	Obedient Plant	x									x		
<i>Platycodon grandiflorus</i> 'Sentimental Blue'	Blue balloon flower	x			1	1.5					x		
<i>Potentilla neumanniana</i>	Creeping Potentilla	x			0.5	2				x	x		
<i>Pulsatilla patens</i>	Pasque flower	x			1	0.5				x	x		
<i>Pulsatilla vulgaris</i>	European Pasque Flower	x			1	1				x	x		
<i>Ratibida columnifera</i>	Prairie Coneflower/Mexican Hat	x			2	2			x	x			
<i>Ruschia hamata</i>	Trailing loeplant	x			0.5	1.5				x			
<i>Rudbeckia fulgida</i> 'Goldsturm'	Goldsturm Black-eyed Susan	x			2.5	2.5				x	x		
<i>Rudbeckia subtomentosa</i>	Sweet Black-eyed Susan		x		4	2				x	x		
<i>Rudbeckia triloba</i>	Three Leaved Coneflower	x			3	1.5				x	x		

Botanical (Latin) Name	Common Name	S	M	L	Ht	Width	Ft On Center	Street Tree*	1	2	3	4 (in)
<i>Salvia argentea</i>	Silver Sage	x			1	2			x			
<i>Salvia nemorosa</i> 'East Friesland'	East Friesland Sage	x			2.5	2				x	68	
<i>Salvia nemorosa</i> 'May Night'	Sage	x			1.5	1.5			x	x		
<i>Salvia officinalis</i>	Garden Sage		x		3	2			x	x		
<i>Salvia x superba</i> 'May Night'	May Night Sage	x			2	1.5			x	x		
<i>Salvia sylvestris</i> x 'Mainacht'	May Night Salvia	x							x	x		
<i>Salvia verticillata</i> 'Purple Rain'	Purple Rain Sage	x			2.5				x			
<i>Santolina chamaecyparissus</i>	Lavender Cotton	x			1.5	1.5			x	x		
<i>Saponaria ocyroides</i>	Soapwort	x			0.5				x	x		
<i>Saxifraga opp</i> 'Purple Robe'	Purple Robe Saxifrage	x			0.5	1			x	x		
<i>Scabiosa caucasica</i>	Pinchusion Flower	x			1				x	x		
<i>Scilla sibirica</i>	Siberian Squill	x			0.25				x	x		
<i>Scutellaria resinosa</i>	Prairie Skullcap	x			1	1			x			
<i>Sedum kamtschaticum</i>	Yellow-Flowering Sedum	x			0.5	1			x			
<i>Sedum</i>	Sedum	x			1	1			x			
<i>Sedum pinifolium</i> 'Blue Spruce'	Blue Spruce Sedum	x			1	2			x			
<i>Sedum spectabile</i> 'Autumn Joy'	Autumn Joy Sedum	x			2	1			x			
<i>Sedum spurium</i> 'Red Carpet'	Dragon's Blood Sedum	x			0.5	1			x			
<i>Sempervivum hybride</i>	Hens and Chicks	x			0.5	1			x			
<i>Sidalcea malviflora</i>	Hollyhock		x		4	2						
<i>Solidago rugosa</i> 'Fireworks'	Rough Goldenrod		x		2	2.5						x
<i>Solidago sphacelata</i> 'Golden Fleece'	Dwarf Goldenrod	x			1.5	1.5						
<i>Stachyz byzantina</i>	Lamb's Ears	x			1	1.5						
<i>Stanleya pinnata</i>	Prince's Plume				5	3			x	x		
<i>Symphotrichum novae-angliae</i>	New England Aster	x			3	2						
<i>Tanacetum densum</i>	Partridge Feather	x			0.5	1				x		
<i>Tanacetum niveum</i>	Showy Tansy	x	x		2.5					x		
<i>Teucrium chamaedrys</i>	Gemander	x			1					x	x	
<i>Thymus citriodorus</i>	Lemon Thyme	x			0.25					x	x	
<i>Thymus praecox</i> 'Pseudolanuginosus'	Woolly Thyme	x			0.25					x	x	
<i>Thymus serpyllium</i> 'Pink Chintz'	Pink Chintz Creeping Thyme	x			0.25					x		
<i>Tulipa spp</i>	Tulip	x								x	x	
<i>Verbascum</i> 'Jackie'	Jackie Mullien		x		2	1						
<i>Veronica austriaca</i> 'Crater Lake'	Crater Lake Veronica	x			1.5	0.75				x	x	
<i>Veronica liwanensis</i>	Turkish Veronica	x			0.25	1.5						
<i>Veronica pectinata</i>	Woolly Veronica	x			0.25	0.5				x		
<i>Veronica prostrata</i>	Prostrate Veronica	x			0.25	1				x		
<i>Veronica spicata</i> 'Royal Candles'	Royal Candles Spiked Speedwell	x			0.75	0.5						
<i>Veronica spicata</i> 'Goodness Grows'	Goodness Grows Spiked Speedwell	x			1	1					x	
<i>Veronica spicata</i> 'Icicle'	Spiked White Speedwell	x			1.5	1				x	x	
<i>Veronica spicata</i> 'Red Fox'	Red Fox Spiked Speedwell	x			1	1				x	x	
<i>Veronica</i> 'Sunny Border Blue'	Sunny Border Blue Veronica	x			1.5	1				x	x	
<i>Vinca minor</i> 'Bowlies'	Periwinkle	x			0.5	1				x	x	
<i>Viola corsica</i>	Corsican Violet	x			0.5	0.75				x	x	
<i>Walstemia ternata</i>	Strawberry	x			0.5	1				x	x	
<i>Zauschneria garrettii</i> 'Orange Carpet'	Orange Carpet California Fuchsia	x			1	3				x	x	
<i>Zinnia grandifolia</i>	Rocky Mountain Zinnia	x			0.25	1				x	x	

Vines

<i>Campsis radicans</i>	Trumpet Vine			x	30	30			x	x		
<i>Lathyrus latifolia</i>	Sweet Pea				5	1			x	x		
<i>Lonicera heckrottii</i>	Goldflame Honeysuckle		x	x						x		
<i>Lonicera japonica</i> 'Halliana'	Hall's Honeysuckle		x	x	30	6				x		
<i>Parthenocissus tricuspidata</i>	Boston Ivy		x	x	40						x	
<i>Parthenocissus quinquefolia</i> 'Englemanni'	Virginia Creeper		x	x						x	x	
<i>Polygonum aubertii</i>	Silver Lace Vine		x	x	40	40					x	

Grasses

<i>Andropogon gerardii</i>	Big Bluestem Grass		x	x	6	3			x	x		
<i>Agropyron cristatum</i>	Crested Wheatgrass	x	x		3	2				x	x	
<i>Agropyron cristatum</i> 'Ephrium'	Ephraim Crested Wheatgrass	x			2	1				x	x	
<i>Agropyron smithii</i>	Western Wheatgrass	x			2					x	x	
<i>Bouteloua curtipendula</i>	Sideoats Grass	x			2	1				x	x	
<i>Bouteloua gracilis</i>	Blue Grama	x			1					x	x	
<i>Buchloe dactyloides</i>	Buffalo Grass	x			1					x	x	
<i>Calamagrostis x acutifolius</i> 'Karl Foerster'	Karl Foerster Feather Reed Grass		x		5	2				x	x	
<i>Deschampsia caespitosa</i>	Tufted Hairgrass	x	x							x	x	
<i>Elymus canadensis</i>	Canada Wildrye		x		5	3				x	x	
<i>Elymus lanceolatus</i>	Northern Wheatgrass	x	x		4					x	x	
<i>Elymus trachycaulus</i> ssp. <i>trachycaulus</i>	Slender Wheatgrass	x	x		1					x	x	
<i>Elytrigia intermedia</i>	Pubescent Wheatgrass	x			4					x	x	
<i>Eragrostis trichodes</i>	Sand Love Grass		x		5	3				x	x	

Botanical (Latin) Name	Common Name	S	M	L	Ht	Width	Ft On Center	Street Tree*	†	2	3	4 (min)
<i>Erianthus ravennae</i>	Plume Grass			x	15				x	x		
<i>Festuca arundinacea</i>	Tall Fescue	x	x		3					69		x
<i>Festuca glauca</i> 'Elijah Blue'	Blue Fescue	x			1	1			x	x		
<i>Festuca trachyphylla</i> 'Durar'	Durar Hard Fescue	x			0.5				x	x		
<i>Helictotrichon sempervirens</i>	Blue Avena/Oat Grass	x	x		4	2.5			x	x		
<i>Imperata cylindrica</i>	Japanese Blood Grass	x			1				x	x		
<i>Koeleria macrantha</i>	June Grass	x			1				x	x		
<i>Miscanthus sinensis</i>	Maiden Grass		x		10	4			x	x		
<i>Nassella tenuisima</i>	Mexican Feather Grass	x	x		2	1			x	x		
<i>Oryzopsis hymenoides</i>	Indian Rice Grass	x			2	2			x	x		
<i>Panicum virgatum</i>	Switchgrass	x	x		5				x	x		
<i>Pennisetum alopecuroides</i> 'Hameln'	Fountain Grass				3	3			x	x		
<i>Pennisetum orientale</i>	Fountain Grass	x			2	2			x	x		
<i>Pennisetum setaceum</i> 'Rubrum'	Purple Fountain Grass		x		4	3			x	x		
<i>Poa compressa</i>	Canada Bluegrass	x			0.5	0.5			x	x		
<i>Poa compressa</i> 'Reubens'	Reubens Canada Bluegrass	x			0.5	0.5			x	x		
<i>Saccharum ravennae</i>	Hardy Pampas Grass			x	15				x	x		
<i>Schizachyrium scoparium</i>	Little Bluestem	x			3				x	x		
<i>Sorghastrum nutans</i>	Indian Grass		x		6				x	x		
<i>Sporobolus heterolepis</i>	Prairie Dropseed		x		3	3			x	x		

Annuals

<i>Coreopsis tinctoria</i>	Golden Coreopsis	x	x		3	0.5			x	x		
<i>Cosmos bipinnatus</i>	Cosmos		x		4	1			x	x		
<i>Eschscholzia californica</i>	California Poppy	x			1	1			x	x		
<i>Gomphrena globosa</i>	Globe Amaranth	x			1.5	1.5			x	x		
<i>Lavatera trimestris</i>	Annual Mallow		x		4	2			x	x		
<i>Portulaca grandiflora</i>	Moss Rose	x			0.5	1			x	x		
<i>Rudbeckia hirta</i>	Glossia Daisy	x	x		3	2			x	x		
<i>Salvia sclarea</i>	Clary Sage		x		3	2			x	x		
<i>Sanvitalia procumbens</i>	Creeping Zinnia	x			0.5	1			x	x		
<i>Tropaeolum majus</i> 'Alaska'	Nasturtium	x			1	1			x	x		
<i>Zinnia angustifolia</i>	Narrowleaf Zinnia	x			1.5	1.5			x	x		

Native Grass (Seed) Mixes

Low Grow Mix

A mixture of low growing (8-12 inches), drought tolerant grasses suitable for areas where mowing is difficult or not desirable: 30% Ephraim Crested Wheatgrass 25% Dwarf Perennial Ryegrass 20% SR3200 Blue Fescue 15% Reubens Canada Bluegrass 10% Chewings

Foothills Mix

A mixture developed for elevations of 3,000 to 8,000 feet to provide natural cover under dryland conditions. Contains both cool and warm season grasses adapted to the Western Great Plains and Southwest regions. Has excellent cold and drought tolerance. Good for soil stabilization on poor soils: 15% Crested Wheatgrass; 15% Annual Ryegrass; 15% Sodar Streambank Wheatgrass; 10% Slender Wheatgrass; 10% Buffalo grass; 10% Hard Fescue Durar; 10% Pubescent Wheatgrass; 5% Sherman Big Bluegrass; 5% Blue

Colorado Native Mix

This mixture was developed for the Rocky Mountain region. It consists of native grasses that include both cool and warm season species. Provides great cold and drought tolerance for the extremes of this region: 20% Western Wheatgrass 20% Slender Wheatgrass 15% Blue Grama 15% Buffalograss 15% Sodar Streambank Wheatgrass 10% Sherman Big Bluegrass

Notes

* Plants in Hydrozone 1 and 2 may be used in Water Efficiency Plans (WEP)

** Relative size for plant group (e.g. Deciduous Shrubs, Evergreen Trees)

Within the sight distance triangle, no material over thirty (30) inches high is permitted.

Approved Plant Lists include: Plant Select. Plants should be used in the appropriate hydrozone.

*** Hydrozone

Hydrozone 1 is very low watering requirements
Hydrozone 2 is low watering requirements
Hydrozone 3 is moderate watering requirements
Hydrozone 4 is high water requirements

plants need less than 5" of supplemental water per growing season;
plants need less than 10" of supplemental water per growing season;
plants need less than 15" of supplemental water per growing season
plants need more than 15" of supplemental water per growing season

may be used in Water Efficiency Plans (WEP)
may be used in Water Efficiency Plans (WEP)

Development Application

Concord Business Center
Englewood, Colorado

Instructions	For Office Use Only
<ul style="list-style-type: none"> ✓ All applicable sections must be completed ✓ All required attachments must be included ✓ This application does not cover municipal permitting submittal requirements. ✓ Application fee \$500.00. Additional fees determined by the ACC based on application process. 	Project Name Job # Date Planning Fee Check #
Property Owner	Lead Contact if Different than Applicant
Name	Name
Company	Company
Address	Address
Phone	Phone
Email	Email
Signature Date	Signature Date
Project Description	
Project Information	Project Location
Project Name	Address
Name of Architect/Engineer/Landscape Architect	Approximate Location
Proposed use	Total Property Area

CERTIFICATION

I certify the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge, consent, and authority of the owners of the real property, without whose consent and authority the requested action could not lawfully be accomplished.

Applicant: _____ **Date:** _____
Name (printed)

By: _____
Signature

Overall Checklist

- 1. Pre-Application Conference
- 2. Schematic Design Submittal
- 3. Design Development Submittal
- 4. Permitting
- 5. Construction Document and Specifications Submittal

Pre-application Conference

YES	NO	N/A	1. Site Plan
			Illustrate building size and location
			Label project uses
			Illustrate parking layout and number of parking stalls
			Illustrate vehicular and pedestrian circulation
			Illustrate landscaping areas
			Illustrate outdoor pedestrian spaces
			2. Construction Schedule
			Provide proposed construction schedule

Schematic Design Submittal

YES	NO	N/A	<u>1. Cover Sheet</u>
			Name of Owner, developer, and/or builder (as applicant)
			Name and address and telephone number of person who will maintain communication with the ACC. This should be a person who will have a long-term responsibility for the project.
			Name of Project
			Name of architect, engineer, and landscape architect
			Property address
			Proposed use
			<u>2. Site Plan</u>
			All property boundaries and easements
			Required setbacks for buildings and parking areas
			All existing and proposed elements labeled
			Identification of project phasing and schedule
			All adjacent streets and buildings identified
			Total parking required and provided
			Total property area
			Total building area (gross and net rentable, as applicable)
			Total open space area
			Total driveways, parking and loading areas
			Screening of storage areas, mechanical equipment, loading docks and trash receptacles
			Site lighting locations

Schematic Design Submittal (cont'd)

YES	NO	N/A	
			3. Buildings
			Typical floor plans
			Building elevations
			Materials schedule including material type, application, location, colors and finishes
			4. Landscape Plan
			Illustrate all trees
			Illustrate all existing and proposed shrubs
			Illustrate all existing and proposed planting beds
			Identification of plant types and quantities not required at this stage
			5. Grading and Drainage Plan
			Provide grading and drainage plan
			6. Proposed Schedule
			Provide proposed construction schedule

Design Development Submittal

YES	NO	N/A	
			1. <u>Cover Sheet</u>
			All items required under Schematic Design Submittal
			2. <u>Site Plan</u>
			All items required under Schematic Design Submittal
			Site furnishings
			Signage - include dimensions, materials and finishes
			Hardscape material selections and colors
			3. <u>Buildings</u>
			All items required under Schematic Design Submittal
			Architectural details and treatments
			4. <u>Landscape Plan</u>
			All items required under Schematic Design Submittal
			All plant species identified
			5. <u>Grading and Drainage Plan</u>
			All items required under Schematic Design Submittal
			6. <u>Lighting</u>
			Site lighting fixture selection
			Photometric plan
			7. <u>Proposed schedule</u>
			Provide proposed construction schedule

Permitting Submittal

YES NO N/A

- Provide all documents necessary for municipal permitting approval.
- Provide all correspondence related to the permitting including resubmittal documents and responses to municipal comments.
- Provide a copy of all approved permits

Construction Documents and Specifications Submittal

YES NO N/A

- 1. Cover Sheet**
All items required under Design Development Submittal
- 2. Site Plan**
All items required under Design Development Submittal
- 3. Buildings**
All items required under Design Development Submittal
- 4. Landscape Plan**
All items required under Design Development Submittal
All plant species identified
- 5. Grading and Drainage Plan**
All items required under Design Development Submittal
- 6. Lighting**
All items required under Design Development Submittal
- 7. Site Construction Details**
Site construction details for all site elements
- 8. Irrigation**
Irrigation plans and details
- 9. Proposed schedule**
Provide proposed construction schedule



CliftonLarsonAllen LLP
<https://www.claconnect.com>

Special Districts Master Services Agreement

Concord Metro District
 8390 E. Crescent Pkwy., Ste.300, Greenwood Village, CO, 80111
 MSA Date: October 15, 2023

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

Scope of professional services

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

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

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

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

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

Other Fees

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

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

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

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

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

Board of Directors' responsibilities relevant to CLA's access to your cash

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

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

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

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

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

F. Excess/Umbrella Liability Coverage

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

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

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

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

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

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

Technology

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

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

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

Agreement

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

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This MSA correctly sets forth the understanding of Concord Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Jason Carroll

Jason Carroll, Managing Principal of Office

SIGNED 10/17/2023, 3:55:31 PM MDT

Client
Concord Metro District

SIGN: _____

Jeff Evans, President

DATE: _____



Special Districts Preparation Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Concord Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

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

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
 - Be available during the year to consult with you on any accounting matters related to the district
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present to management and the board of directors
 - Develop and track key business metrics as requested and review periodically with the board of directors
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report on cash flows
 - Assist with bank communications
 - Perform other non-attest services

Compilation services

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

Preparation services - financial statements

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

Preparation services - annual

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

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

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

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

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

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

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

Engagement procedures and limitations

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

Our engagement cannot be relied upon to identify or disclose any misstatements in the quarterly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

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

No assurance statements

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

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

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

Management responsibilities

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

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

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

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

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

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

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

Fees and terms

Billing rates guaranteed through **December 31, 2024**:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

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

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

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Municipal advisors

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

Agreement

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

CliftonLarsonAllen LLP

Jason Carroll
Managing Principal of Office
303-265-7835
jason.carroll@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Concord Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Jason Carroll

Jason Carroll, Managing Principal of Office

SIGNED 10/19/2023, 8:24:23 AM MDT

Client
Concord Metro District

SIGN: _____

Jeff Evans, President

DATE: _____



Special Districts Payroll Services Statement of Work

Date: October 19, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Concord Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of payroll services

We will provide the following payroll preparation services each pay period based on information you provide:

- Perform payroll calculations within ADP
- Facilitate ADP’s preparation of payroll checks and/or pay stubs
- Use ADP to initiate the electronic transfer of funds for employee net pay and payroll tax deposit

We will assist with the preparation of the following government forms, when applicable, for each calendar quarter-end and year-end with the understanding that ADP directly handles filing the payroll tax returns and payments:

- Form 941 – Employers Quarterly Tax Return
- State Employers Quarterly Withholding Return
- State Employers Quarterly Unemployment Return (SUTA)
- Form 940 – Employers Annual Federal Unemployment Tax Return
- All copies of required forms W-2 and W-3 – Transmittal of Tax and Wage Statements (annual)
- All necessary state forms (annual)

Our responsibility to you and limitations of the payroll services

We will prepare your federal and state (when applicable) payroll forms and tax returns.

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

If applicable, our payroll preparation services will include electronically transmitting management-approved information to taxing authorities and your financial institution to facilitate the electronic transfer of funds.

If applicable, our payroll preparation services will include transmitting management-approved federal Form W-2, federal Form 1099, and payroll data forms to federal and state taxing authorities on your behalf.

CLA's relationship with you shall be solely that of an independent contractor and nothing in the MSA or a SOW shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Your responsibilities

It is your responsibility to provide us with all of the information needed to prepare complete and accurate payrolls and to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to a particular payroll or withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Additionally, it is your responsibility to provide us with all of the information needed to facilitate ADP's preparation of payroll tax returns. We will have no obligations with regards to particular withholding taxes and filing returns in a particular state or local tax jurisdiction until you have provided such information to us.

Specifically, your responsibilities include:

- Accuracy of information used in the preparation of the payrolls and payroll tax returns.
- Review and approval of paychecks or paystubs prior to issuance, and payroll registers for each pay period prior to submission of payroll information to ADP.
- Evaluation of information used in the preparation and filing of all government forms for accuracy.

- Before submission of payroll information to ADP, review and approval of each electronic funds transfer to be initiated on your behalf for employee net pay amounts, payroll tax, withholding liabilities, and related benefit amounts.
- One-time authorization to your financial institution for it to make transfers and direct deposits in accordance with future instructions from ADP.
- One-time authorization for ADP to submit tax filings and complete electronic fund transfers on your behalf.
- Sign or approve ADP issuance of all physical and/or electronic payroll checks.

If applicable, we will advise you with regard to tax positions taken in the preparation of the payroll forms and tax returns, but the responsibility for the payroll forms and tax returns remains with you.

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

Fees and terms

The billing rates (guaranteed through one year from 1st payroll live date) for these services are as follows:

Services performed by	Rate per hour
Payroll Analyst I	\$90-\$95
Payroll Analyst II	\$100-\$110
Senior Payroll Analyst	\$125-\$130

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees

billed.

This agreement will automatically renew for one year from the rate guarantee expiration date unless it is cancelled in writing at least 30 days prior to the expiration date or is changed by the mutual signing of a new SOW. The terms of the applicable MSA shall continue to govern this SOW if the SOW is automatically renewed.

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

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

Tax examinations

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

Record retention

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

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

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

Tax consulting services

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

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

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

Legal compliance

The entity agrees to assume sole responsibility for full compliance with all applicable federal and state laws, rules or regulations, and reporting obligations that apply to the entity or the entity's business, including the accuracy and lawfulness of any reports the entity submits to any government regulator, authority, or agency. The entity also agrees to be solely responsible for providing legally sufficient substantiation, evidence, or support for any reports or information supplied by the entity to any governmental or regulatory body, or for any insurance reimbursement in the event that the entity is requested to do so by any lawful authority. CLA, its successors, affiliates, officers, and employees do not assume or undertake any duty to perform or to be responsible in any way for any such duties, requirements, or obligations.

Authority to Execute

The entity executing this SOW represents that it is duly authorized to do so and on behalf of itself and the entities listed on the Multiple Entities List.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign

below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Jason Carroll

Managing Principal of Office

303-265-7835

jason.carroll@CLAconnect.com

Response

This SOW correctly sets forth the understanding of Concord Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP



Jason Carroll, Managing Principal of Office

SIGNED 10/19/2023, 10:28:58 AM MDT

Client
Concord Metro District

SIGN: _____

Jeff Evans, President

DATE: _____

Multiple Entities
