

DOVE VALLEY METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
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dovevalleydistrict.com

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Greg L. Armstrong	President	2025/May 2025
Megan Murphy	Treasurer	2027/May 2027
<i>VACANT</i>		2027/May 2025
<i>VACANT</i>		2025/May 2025
<i>VACANT</i>		2025/May 2025
David Solin	Secretary	

DATE: Monday, November 20, 2023

TIME: 1:00 P.M.

PLACE: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:

Join Zoom Meeting

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-253-215-8782

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda and confirm location of meeting and posting of meeting notices.

C. Discuss and consider appointment of qualified individual Kevin Collins to the Board of Directors to fill an existing vacancy (Notice of Vacancies was published September 21, 2023).

D. Consider appointment of Officers:

President _____
Treasurer _____
Secretary _____
Asst. Secretary _____

E. Public Comments.

F. Review and approve Minutes of the September 8, 2023 Special Meeting and the September 18, 2023 Regular Meeting (enclosures).

G. Discuss business to be conducted in 2024 and location (**virtual and/or physical**) of meetings. Schedule regular meeting dates (suggested dates are January __, March __, May __, July __, September __ and November __, 2024) and consider adoption of Resolution No. 2023-11-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices (enclosure).

H. Discuss requirements of Section 32-1-809, C.R.S., and direct staff regarding compliance for 2024 (Transparency Notice).

I. **Insurance Matters:**

1. Discuss Cyber Security and increased Crime Coverage.

2. Establish Insurance Committee to make final determinations regarding insurance, if necessary.

3. Authorize renewal of the District's insurance and Special District Association ("SDA") membership for 2024.

II. FINANCIAL MATTERS

- A. Ratify approval of payment of claims through the periods ending as follows (enclosures).

Fund	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023	Period Ending Nov. 20, 2023
General	\$ 66,703.19	\$ 107,629.29	\$ 44,515.94
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 250,000.00	\$ -0-	\$ -0-
Total Claims	\$ 316,703.19	\$ 107,629.29	\$ 44,515.94

- B. Review and accept the unaudited financial statements and schedule of cash position for the period ending _____, 2023 and accept schedule of cash position for the period ending _____, 2023, updated as of _____, 2023 (to be distributed).

- C. Consider engagement of _____ to prepare 2023 Audit, in the amount of \$ _____ (to be distributed).

- D. Conduct Public Hearing to consider Amendment to 2023 Budget and (if necessary) consider adoption of Resolution to Amend the 2023 Budget and Appropriate Expenditures.

- E. Conduct Public Hearing on the proposed 2024 Budget and consider adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – preliminary AV, draft 2024 Budget, and Resolutions).

- F. Authorize District Accountant to prepare and sign the DLG-70 Certification of Tax Levies form (“Certification). Direct District Accountant to file the Certification with the Board of County Commissioners and other interested parties.

- G. Review and consider approval of Master Service Agreement and Statements of Work between the District and CliftonLarsonAllen LLP for 2024 Accounting Services (to be distributed).

- H. Consider appointment of District Accountant to prepare the 2025 Budget, and set the date of the Budget Hearing as November __, 2024.
-

- I. Financial Advisory Services

- 1. Discuss status and timeline for initial report.
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- III. LEGAL MATTERS

- A. Discuss status of Intergovernmental Agreement – Maintenance Program for Trails between the District and the County of Arapahoe.
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- B. Discuss and consider adoption of Resolution No. 2023-11-__, Resolution Amending Policy on Colorado Open Records Act Requests (enclosure).
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- IV. OPERATIONAL / MAINTENANCE MATTERS

- A. Review and consider approval of Intergovernmental Agreement Regarding 2023 Grant of Arapahoe County Open Space Program Funds – Project Name: East Fremont Avenue Trail by and between the District and the Board of County Commissioner so the County of Arapahoe, State of Colorado (enclosure).
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- B. Review and ratify approval of Temporary Construction Easement Agreement (Fremont Avenue Trail) between Gypsum Management and Supply, Inc. (as Grantor) and the District (as Grantee) (enclosure).
-

- C. Review and consider approval of Temporary Construction Easement Agreement (Fremont Avenue Trail) between the following entities (as Grantor) and the District (as Grantee) (enclosures).

- 1. Foodworks, Inc.
-

2. Centennial East Apartments Limited Partnership

3. Brisben Centennial East II Apartments Limited Partnership

4. Board of County Commissioners of the County of Arapahoe

5. Department of Human Services, State of Colorado (to be distributed)

6. Woodspear Fox Run, LLC

D. Review and consider approval of Public Use Easement Agreement – Fremont Avenue Trail between the following entities (as Grantor) and the District (as Grantee) (enclosures):

1. Southeast Metro Stormwater Authority

2. Board of County Commissioners of the County of Arapahoe

3. Department of Human Services, State of Colorado (to be distributed)

E. Discuss and consider approval of License Agreement between the City of Centennial, Colorado (as Grantor) and the District (as Grantee) (to be distributed).

F. Acknowledge Resolution No. 23-248 of the Board of County Commissioners of Arapahoe County allowing the District to use the Public Use Easement dedicated by Centennial East Corporate Center Subdivision Filing Nos. 4, 6, and/or 12 relative to the Fremont Avenue Trail (enclosure).

G. Review and ratify approval of proposal from Lotito Brothers, Inc. for landscape rehabilitation at two monument signs at South Jordan Road & East Broncos Parkway, and South Jordan Road & East Mineral Avenue, for a total amount of \$23,195 (enclosure).

V. CAPITAL PROJECTS MATTERS

- A. Review and consider approval of Proposal for Professional Construction Administration and Oversight Services from Schedio Group LLC (for the upcoming Fremont Avenue Trail Construction Project) (enclosure). Authorize preparation of a Service Agreement.
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VI. OTHER MATTERS

- A. _____

VII. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2023.**

Additional Enclosure:

- Notice of rate increase from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE DOVE VALLEY METROPOLITAN DISTRICT HELD SEPTEMBER 8, 2023

A Special Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Dove Valley Metropolitan District (referred to hereafter as the “District”) was convened on Friday, the 8th day of September, 2023, at 12:00 P.M. This District Board Meeting was held via video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Greg L. Armstrong
Megan Murphy

Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Elisabeth A. Cortese, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick; CliftonLarsonAllen LLP

Kevin Collins; Member of the Public

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: Attorney Cortese noted she was in receipt of a disclosure of potential conflict of interest statement for Director Armstrong and that the statement was filed with the Secretary of State at least seventy-two hours in advance of the meeting. Mr. Solin requested that the Directors review the Agenda for the meeting and advised the Board to disclose any new conflicts of interest with any items scheduled for discussion. No further disclosures were made.

Meeting Location and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s board meeting. The Board determined that the meeting would be held via video/telephone conference. Mr. Solin reported that notice was duly posted and that no objections to the video/telephonic manner or location of the meeting or any requests that the video/telephonic manner or location of the meeting be changed by taxpaying electors within the District boundaries have been received.

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Armstrong, and seconded by Director Murphy and, upon vote, unanimously carried, the Agenda was approved, as amended.

Public Comments: There were no public comments.

Minutes: The Board reviewed the Minutes of the June 27, 2023 Special Meeting.

Following discussion, upon motion duly made by Director Armstrong, and seconded by Director Murphy and, upon vote, unanimously carried, the Minutes of the June 27, 2023 Special Meeting were approved, as presented.

FINANCIAL MATTERS

Capital Projects Summary: The Board deferred review of the Capital Projects Summary. The Board directed the District Accountant to coordinate with the other consultants to review and update the Capital Projects Summary. Ms. Kirkpatrick will have an update for the next meeting.

Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period Ending April 30, 2023	Period Ending May 31, 2023	Period Ending June 30, 2023
General	\$ 24,562.99	\$ 42,611.16	\$ 40,818.14
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ 2,220.00	\$ -0-
Total Claims	\$ 24,652.99	\$ 52,551.66	\$ 52,387.35

Fund	Period Ending July 31, 2023	Period Ending August 31, 2023
General	\$ 31,176.81	\$ 90,872.42
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total Claims	\$ 49,979.10	\$ 112,561.00

Following discussion, upon motion duly made by Director Armstrong, and seconded by Director Murphy and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

Unaudited Financial Statements: There were no unaudited financial statements presented.

Defeasance of Series 2019 Bonds:

Status and Timeline for Defeasance: The Board and the consultants discussed the status of the defeasance of the Series 2019 Bonds.

RECORD OF PROCEEDINGS

Engagement of Municipal Advisor: Attorney Cortese presented a summary of the proposals for municipal advisor services received by the District. Following discussion, the Board deferred the engagement of a municipal advisor.

Bond Counsel Engagement Agreement with Sherman & Howard L.L.C.: The Board deferred this matter.

Engagement of Additional Consultants: The Board deferred this matter.

2024 Budget Public Hearing: The Board entered into discussion regarding setting the date for a Public Hearing to adopt the 2024 Budget.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board determined to hold the public hearing to consider adoption of the 2024 Budget on November 20, 2023, at 1:00 p.m., to be held via Zoom Meeting.

LEGAL MATTERS

Intergovernmental Agreement – Maintenance Program for Trails: Attorney Murphy discussed with the Board the status of the Intergovernmental Agreement – Maintenance Program for Trails between the District and the County of Arapahoe. No action was taken by the Board.

OPERATIONAL/ MAINTENANCE MATTERS

Fremont Avenue Trail Joint Funding Agreement: Attorney Murphy discussed with the Board the status of the Fremont Avenue Trail Joint Funding Agreement among the District, Arapahoe County, and the City of Centennial.

Negotiations with various property owners for necessary easements relative to the Fremont Avenue Trail: Attorney Murphy provided an update on the easement negotiations with the various property owners.

Temporary Construction Easement Agreement: Attorney Murphy reviewed with the Board the Temporary Construction Easement Agreement (Fremont Avenue Trail) between Gypsum Management and Supply, Inc. (as Grantor) and the District (as Grantee) (the “Gypsum TCE”).

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved the Gypsum TCE.

Proposal from Lotito Brothers, Inc. for Landscape Rehabilitation at Two Monument Signs: Following discussion, upon motion duly made by Director Armstrong, seconded by

RECORD OF PROCEEDINGS

Director Murphy and, upon vote unanimously carried, the Board approved the proposal from Lotito Brothers, Inc. for landscape rehabilitation at two monument signs at South Jordan Road and East Broncos Parkway, and South Jordan Road and East Mineral Avenue, in the amount of \$23,195.

**CAPITAL
PROJECTS
MATTERS**

Mr. Solin noted that Arapahoe County as agreed to increase the width of the bike lanes for Hannibal Circle without participation from the District.

OTHER MATTERS

Town Hall Meeting: Attorney Cortese discussed with the Board the new statutory requirements for a Town Hall meeting. The Board determined to discuss scheduling of the Town Hall meeting at the September 18, 2023 meeting.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DOVE VALLEY METROPOLITAN DISTRICT HELD SEPTEMBER 18, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the Dove Valley Metropolitan District (referred to hereafter as the "District") was convened on Monday, the 18th day of September, 2023, at 1:00 P.M. This District Board Meeting was held via video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Greg L. Armstrong
Megan Murphy

Also In Attendance Were:

David Solin; Special District Management Services, Inc. ("SDMS")

Elisabeth A. Cortese, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: Attorney Cortese noted she was in receipt of a disclosure of potential conflict of interest statement for Director Armstrong and that the statement was filed with the Secretary of State at least seventy-two hours in advance of the meeting. Mr. Solin requested that the Directors review the Agenda for the meeting and advised the Board to disclose any new conflicts of interest with any items scheduled for discussion. No further disclosures were made.

Meeting Location and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's board meeting. The Board determined that the meeting would be held via video/telephone conference. Mr. Solin reported that notice was duly posted and that no objections to the video/telephonic manner or location of the meeting or any requests that the video/telephonic manner or location of the meeting be changed by taxpaying electors within the District boundaries have been received.

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Regular Meeting.

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

RECORD OF PROCEEDINGS

Public Comments: There were no public comments.

FINANCIAL MATTERS

Defeasance of Series 2019 Bonds:

Defeasance Status and Timeline: Attorney Cortese discussed with the Board the status and timeline for defeasance.

Municipal Advisor Services: The Board reviewed proposals for municipal advisor services from North Slope Capital Advisors, MuniCap, Inc., Stifel, Nicolaus & Company Incorporated, and LRB Public Finance Advisors, Inc.

Following extensive discussion, upon motion duly made by Director Murphy, seconded by Director Armstrong and, upon vote, unanimously carried, the Board approved the engagement of North Slope Capital Advisors as municipal advisor, subject to final approval by Director Armstrong.

Bond Counsel Engagement Agreement: The Board reviewed the Bond Counsel Engagement Agreement between the District and Sherman & Howard L.L.C.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board ratified approval of the Bond Counsel Engagement Agreement between the District and Sherman & Howard L.L.C.

Engagement of Additional Consultants: The Board discussed the engagement of additional consultants. There was no action taken at this time.

LEGAL MATTERS

Scheduling of Statutory Town Hall Meeting: Attorney Cortese discussed with the Board the new statutory requirements for a Town Hall meeting. The Board determined to schedule the Town Hall meeting at 12:45 p.m. on November 20, 2023, immediately prior to the District's budget hearing.

OPERATIONAL/ MAINTENANCE MATTERS

There were no operational/maintenance matters.

CAPITAL PROJECTS MATTERS

There were no capital projects matters.

RECORD OF PROCEEDINGS

OTHER BUSINESS Director Murphy discussed her schedule and availability for the time period of December through February.

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2023 – 11 - 01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE DOVE VALLEY METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION, AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903(1.5), C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 32-1-903(5), C.R.S., “location” means the physical, telephonic, electronic, or virtual place, or a combination of such means where a meeting can be attended. “Meeting” has the same meaning as set forth in Section 24-6-402(1)(b), C.R.S., and means any kind of gathering, convened to discuss public business, in person, by telephone, electronically, or by other means of communication.

C. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district’s first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings (“**Notice of Meeting**”) will be physically posted at least 24 hours prior to each meeting (“**Designated Public Place**”). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting if a special district posts the Notice of Meeting online on a public website of the special district (“**District Website**”) at least 24 hours prior to each regular and special meeting.

E. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

F. Pursuant to Section 32-1-903(1.5), C.R.S., all meetings of the board that are held solely at physical locations must be held at physical locations that are within the boundaries of the district or that are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the physical location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

G. The provisions of Section 32-1-903(1.5), C.R.S., may be waived if: (1) the proposed change of the physical location of a meeting of the board appears on the agenda of a meeting; and (2) a resolution is adopted by the board stating the reason for which meetings of the board are to be held in a physical location other than under Section 32-1-903(1.5), C.R.S., and further stating the date, time and physical location of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Dove Valley Metropolitan District (the “**District**”), Arapahoe County, Colorado:

1. That the provisions of Section 32-1-903(1.5), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the “**District Board**”) has determined that conducting meetings at a physical location pursuant to Section 32-1-903(1.5), C.R.S., would be inconvenient and costly for the directors and consultants of the District in that they live and/or work outside of the twenty (20) mile radius requirement.

3. That regular meetings of the District Board for the year 2024 shall be held on January __, March __, May __, July __, September __ and November __, 2024 at 1:00 p.m., via Zoom or at Southeast Metro Stormwater Authority, 7437 South Fairplay Street, Centennial, Colorado 80112.

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

5. That, until circumstances change, and a future resolution of the District Board so designates, the physical location and/or method or procedure for attending meetings of the District Board virtually (including the conference number or link) shall appear on the agenda(s) of said meetings.

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

7. That the District has established the following District Website, <https://dovevalleydistrict.com/metro-district/>, and the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to meetings pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) with Arapahoe County Justice Center.

9. Sean Milholland with Arapahoe County Justice Center, or his/her designee, is hereby appointed to post the above-referenced notices.

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, AND DESIGNATING LOCATION FOR 24-HOUR
NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 20, 2023.

**DOVE VALLEY METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

Dove Valley Metropolitan District
September-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
ACWWA	5096 August 2023	8/31/2023	8/31/2023	\$ 12,818.66	Irrigation	7585-45425-10003
ACWWA	1315 August 2023	8/31/2023	8/31/2023	\$ 5,271.20	Irrigation	7585-45425-10003
CliftonLarsonAllen	3871911	9/13/2023	9/13/2023	\$ 6,439.82	Accounting	7000
CORE Electric Cooperative	23020100August2023	9/12/2023	10/4/2023	\$ 77.18	Street Lights	7703-45425-10001
CORE Electric Cooperative	95404011August2023	9/11/2023	10/2/2023	\$ 21.89	Street Lights	7703-45425-10001
CORE Electric Cooperative	23019600August2023	8/10/2023	9/12/2023	\$ 268.26	Street Lights	7703-45425-10001
CORE Electric Cooperative	23019000August2023	8/15/2023	9/5/2023	\$ 24.57	Street Lights	7703-45425-10001
City of Centennial	20230804A	8/4/2023	9/15/2023	\$ 250,000.00	Lone Tree Creek Trail	7850-45425-10003
Colorado Special Districts P&L Pool	23292	8/22/2023	8/22/2023	\$ 674.00	Insurance	7360
Diversified Underground Inc.	28272	8/31/2023	9/30/2023	\$ 3,615.00	Utility Locates	7701-45425-10001
Donald E Casper Consulting Services	Fifteen	8/31/2023	8/31/2023	\$ 1,560.00	Project Management	7441-45425-10001
McGeady Becher P.C.	138C 07-2023	7/31/2023	7/31/2023	\$ 11,016.56	Legal	7460
Parker Electric Inc.	2485	9/6/2023	9/6/2023	\$ 190.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2487	9/6/2023	9/6/2023	\$ 190.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2486	9/6/2023	9/6/2023	\$ 98.00	Street Lights	7703-45425-10001
Simmons & Wheeler	36210	8/29/2023	8/29/2023	\$ 5,500.00	Auditing	7020
Special District Management Services Inc.	Aug-23	8/31/2023	8/31/2023	\$ 2,649.60	District management	7440
Special District Management Services Inc.	Aug-23	8/31/2023	8/31/2023	\$ 18.00	Miscellaneous	7480
Utility Notification Center of Colorado	223080485	8/31/2023	8/31/2023	\$ 157.38	Utility Locates	7701-45425-10001
Xcel Energy	843468610	9/5/2023	9/25/2023	\$ 630.86	Street Lights	7703-45425-10001
Xcel Energy	842243132	8/25/2023	9/15/2023	\$ 13.51	Street Lights	7703-45425-10001
Xcel Energy	843230345	9/1/2023	9/26/2023	\$ 12,891.21	Street Lights	7703-45425-10001
Xcel Energy	842393032	8/25/2023	9/15/2023	\$ 769.79	Street Lights	7703-45425-10001
Xcel Energy	843981757	9/7/2023	9/27/2023	\$ 552.66	Street Lights	7703-45425-10001
Xcel Energy	842430927	8/25/2023	9/15/2023	\$ 776.28	Street Lights	7703-45425-10001
Xcel Energy	839936240	8/8/2023	8/28/2023	\$ 478.76	Street Lighting	7801-45425-10001
				\$ 316,703.19		

**Dove Valley Metropolitan District
September-23**

	General	Debt	Capital	Totals
Disbursements	\$ 32,108.36		\$ 250,000.00	\$ 282,108.36
				\$ -
ACWWA, CORE and Xcel Energy-received	\$ 34,594.83	\$ -		\$ 34,594.83
Total Disbursements from Checking Acct	\$ 66,703.19	\$0.00	\$ 250,000.00	\$ 316,703.19

Dove Valley Metropolitan District
October-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
ACWWA	1315 September 2023	9/30/2023	9/30/2023	\$ 3,471.30	Irrigation	7585-45425-10003
ACWWA	5096 September 2023	9/30/2023	9/30/2023	\$ 6,711.12	Irrigation	7585-45425-10003
CORE Electric Cooperative	95404011September2023	10/5/2023	11/2/2023	\$ 55.65	Street Lights	7703-45425-10001
CORE Electric Cooperative	23020100September2023	10/9/2023	10/30/2023	\$ 68.30	Street Lights	7703-45425-10001
CORE Electric Cooperative	23019000September2023	9/19/2023	10/10/2023	\$ 24.94	Street Lights	7703-45425-10001
CORE Electric Cooperative	23019600September2023	9/14/2023	10/5/2023	\$ 333.62	Street Lights	7703-45425-10001
CliftonLarsonAllen LLP	3910134	10/10/2023	10/10/2023	\$ 1,974.97	Accounting	7000
CliftonLarsonAllen LLP	3910143	10/10/2023	10/10/2023	\$ 3,900.93	Accounting	7000
Colorado Special Districts P&L Pool	24WC-60671-0434	8/14/2023	8/14/2023	\$ 450.00	Insurance	7360
Diversified Underground Inc.	28439	9/30/2023	10/30/2023	\$ 3,440.00	Utility Locates	7701-45425-10001
Lotito Brothers, Inc.	28155	9/1/2023	9/1/2023	\$ 15,814.66	Landscaping	7585
Lotito Brothers, Inc.	28187	10/1/2023	10/1/2023	\$ 23,195.00	Landscaping	7585
Lotito Brothers, Inc.	28184	10/1/2023	10/1/2023	\$ 16,311.20	Landscaping	7585
Manhard Consulting	83834	9/18/2023	9/18/2023	\$ 643.75	Engineering	7857
McGeady Becher P.C.	138C 09-2023	9/30/2023	9/30/2023	\$ 9,759.70	Legal	7460
McGeady Becher P.C.	138C 09-2023	9/30/2023	9/30/2023	\$ 3,648.62	Legal	7460
McGeady Becher P.C.	138C 08-2023	8/31/2023	8/31/2023	\$ 5,176.25	Legal	7460
McGeady Becher P.C.	138C 08-2023	8/31/2023	8/31/2023	\$ 2,363.65	Legal	7460
Parker Electric Inc.	2569	10/5/2023	10/5/2023	\$ 98.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2568	10/5/2023	10/5/2023	\$ 370.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2514	9/14/2023	9/14/2023	\$ 145.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2570	10/5/2023	10/5/2023	\$ 190.00	Street Lights	7703-45425-10001
Special District Management Services Inc.	Sep-23	9/30/2023	9/30/2023	\$ 4,369.60	District management	7440
Special District Management Services Inc.	Sep-23	9/30/2023	9/30/2023	\$ 17.20	Miscellaneous	7480
Utility Notification Center of Colorado	223090485	9/30/2023	9/30/2023	\$ 118.68	Utility Locates	7701-45425-10001
Xcel Energy	848083915	10/6/2023	10/27/2023	\$ 84.36	Street Lights	7703-45425-10001
Xcel Energy	847119009	10/2/2023	10/27/2023	\$ 3,780.15	Street Lights	7703-45425-10001
Xcel Energy	847331550	10/3/2023	10/24/2023	\$ 752.93	Street Lights	7703-45425-10001
Xcel Energy	846527989	9/26/2023	10/17/2023	\$ 166.09	Street Lights	7703-45425-10001
Xcel Energy	846519067	9/26/2023	10/17/2023	\$ 179.95	Street Lights	7703-45425-10001
Xcel Energy	846502450	9/26/2023	10/17/2023	\$ 13.67	Street Lights	7703-45425-10001

\$ 107,629.29

**Dove Valley Metropolitan District
October-23**

	General	Debt	Capital	Totals
Disbursements	\$ 91,987.21			\$ 91,987.21
				\$ -
ACWWA, CORE and Xcel Energy-received	\$ 15,642.08	\$ -		\$ 15,642.08
Total Disbursements from Checking Acct	\$ 107,629.29	\$0.00	\$ -	\$ 107,629.29

Dove Valley Metropolitan District
November-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
ACWWA	5096	October 2023	10/31/2023	10/31/2023	\$ 7,381.50	Irrigation 7585-45425-10003
ACWWA	1315	October 2023	10/31/2023	10/31/2023	\$ 2,280.44	Irrigation 7585-45425-10003
CORE Electric Cooperative	95404011	October2023	11/7/2023	12/5/2023	\$ 66.16	Street Lights 7703-45425-10001
CORE Electric Cooperative	23019000	October2023	10/16/2023	10/16/2023	\$ 24.80	Street Lights 7703-45425-10001
CORE Electric Cooperative	23019600	October2023	10/11/2023	10/11/2023	\$ 297.95	Street Lights 7703-45425-10001
CORE Electric Cooperative	23020100	October2023	11/8/2023	11/8/2023	\$ 85.66	Street Lights 7703-45425-10001
Colorado Special Districts P&L Pool	24PL-60671-2593		11/6/2023	11/6/2023	\$ 14,035.00	Prepaid Insurance 1280
Diversified Underground Inc.	28658		10/31/2023	11/30/2023	\$ 3,725.00	Utility Locates 7701-45425-10001
Lotito Brothers, Inc.	28277		11/1/2023	11/1/2023	\$ 7,175.25	Landscaping 7585
Manhard Consulting	85081		10/19/2023	10/19/2023	\$ 1,237.50	Engineering 7857
Parker Electric Inc.	2633		11/2/2023	11/2/2023	\$ 98.00	Street Lights 7703-45425-10001
Parker Electric Inc.	2634		11/2/2023	11/2/2023	\$ 190.00	Street Lights 7703-45425-10001
Parker Electric Inc.	2485 9.2023		9/6/2023	9/6/2023	\$ 180.00	Street Lights 7703-45425-10001
Parker Electric Inc.	2632		11/2/2023	11/2/2023	\$ 370.00	Street Lights 7703-45425-10001
Special District Management Services Inc.	10.2023		10/31/2023	10/31/2023	\$ 2,282.80	District management 7440
Special District Management Services Inc.	10.2023		10/31/2023	10/31/2023	\$ 17.43	Miscellaneous 7480
Utility Notification Center of Colorado	223100487		10/31/2023	10/31/2023	\$ 122.55	Utility Locates 7701-45425-10001
Xcel Energy	852169648		11/6/2023	11/29/2023	\$ 82.37	Street Lights 7703-45425-10001
Xcel Energy	850370538		10/24/2023	11/14/2023	\$ 173.76	Street Lights 7703-45425-10001
Xcel Energy	850419569		10/25/2023	11/15/2023	\$ 13.35	Street Lights 7703-45425-10001
Xcel Energy	851585411		11/2/2023	11/27/2023	\$ 602.16	Street Lights 7703-45425-10001
Xcel Energy	851378755		11/1/2023	11/27/2023	\$ 3,913.85	Street Lights 7703-45425-10001
Xcel Energy	850378456		10/24/2023	11/14/2023	\$ 160.41	Street Lights 7703-45425-10001
					\$ 44,515.94	

**Dove Valley Metropolitan District
November-23**

	General	Debt	Capital	Totals
Disbursements	\$ 29,433.53			\$ 29,433.53
				\$ -
ACWWA, CORE and Xcel Energy-received	\$ 15,082.41	\$ -		\$ 15,082.41
Total Disbursements from Checking Acct	\$ 44,515.94	\$0.00	\$ -	\$ 44,515.94



PK Kaiser, MBA, MS

Assessor

August 24, 2023

AUG 29 2023

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
TDD: Relay-711
Fax:303-797-1295
www.arapahoegov.com/assessor
assessor@arapahoegov.com

AUTH 4273 DOVE VALLEY METRO DIST
SPECIAL DISTRICT MANAGEMENT
SERVICES INC
C/O PEGGY RIPKO
141 UNION BLVD STE 150
LAKEWOOD CO 80228

Code # 4273

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2023 of:

\$485,515,123

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 24, 2023

NAME OF TAX ENTITY: DOVE VALLEY METRO DIST

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	344,690,821
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	485,515,123
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	485,515,123
5. NEW CONSTRUCTION: *	5.	\$	41,558,833
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): ☐	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	4,273
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	55,156

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constitution

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use Forms DLG 52 & 52A.

☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	1,899,891,928
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	148,956,391
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS.

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	914,148
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** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.



PK Kaiser, MBA, MS

Assessor

August 24, 2023

OFFICE OF THE ASSESSOR
5334 S. Prince Street
Littleton, CO 80120-1136
Phone: 303-795-4600
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AUTH 4274 DOVE VALLEY METRO BOND
C/O PEGGY RIPKO
141 UNION BLVD SUITE 150
LAKEWOOD CO 80228

Code # 4274

AUG 29 2023

CERTIFICATION OF VALUATION

The Arapahoe County Assessor reports a taxable assessed valuation for your taxing entity for 2023 of:

\$4,816,992

The breakdown of the taxable valuation of your property is enclosed.

As further required by CRS 39-5-128(1), you are hereby notified to officially certify your levy to the Board of County Commissioners no later than December 15.

CRS 39-1-111(5) requires that this office transmit a notification by December 10 of any changes to valuation made after the original certification.

PK Kaiser, MBA, MS
Arapahoe County Assessor

enc

CERTIFICATION OF VALUATION BY ARAPAHOE COUNTY ASSESSOR

New Tax Entity YES NO

Date: August 24, 2023

NAME OF TAX ENTITY: DOVE VALLEY METRO BONDS

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATION ("5.5%" LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) AND 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR 2023:

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	1.	\$	4,078,019
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: ‡	2.	\$	4,816,992
3. LESS TOTAL TIF AREA INCREMENTS, IF ANY:	3.	\$	0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4.	\$	4,816,992
5. NEW CONSTRUCTION: *	5.	\$	0
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6.	\$	0
7. ANNEXATIONS/INCLUSIONS:	7.	\$	0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8.	\$	0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.): Ⓢ	9.	\$	0
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(A), C.R.S.). Includes all revenue collected on valuation not previously certified:	10.	\$	0
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a), C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11.	\$	0

‡ This value reflects personal property exemptions IF enacted by the jurisdiction as authorized by Art. X, Sec 20(8)(b), Colo. Constituion

* New construction is defined as: Taxable real property structures and the personal property connected with the structure.

≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treaed as growth in the limit calculation; use Forms DLG 52 & 52A.

Ⓢ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form DLG 52B.

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART X, SEC.20, COLO. CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2023:

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1.	\$	68,342,273
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ADDITIONS TO TAXABLE REAL PROPERTY

2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	2.	\$	0
3. ANNEXATIONS/INCLUSIONS:	3.	\$	0
4. INCREASED MINING PRODUCTION: §	4.	\$	0
5. PREVIOUSLY EXEMPT PROPERTY:	5.	\$	0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6.	\$	0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7.	\$	0

DELETIONS FROM TAXABLE REAL PROPERTY

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8.	\$	0
9. DISCONNECTIONS/EXCLUSIONS:	9.	\$	0
10. PREVIOUSLY TAXABLE PROPERTY:	10.	\$	0

¶ This includes the actual value of all taxable real property plus the actual value of religious, private school, and charitable real property.

* Construction is defined as newly constructed taxable real property structures.

§ Includes production from new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1.	\$	0
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IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): **		\$	149
--	--	----	-----

** The tax revenue lost due to this exempted value will be reimbursed to the tax entity by the County Treasurer in accordance with 39-3-119.5(3), C.R.S.

NOTE: ALL LEVIES MUST BE CERTIFIED TO THE COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

DOVE VALLEY METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR YEAR ENDING DECEMBER 31, 2024

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

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 9,679,516	\$ 11,103,775	\$ 11,178,803	\$ 11,178,804	\$ 12,897,100
REVENUES					
Property taxes	4,497,346	4,554,030	4,401,514	4,554,030	4,560,503
Specific ownership taxes	299,451	273,241	161,688	323,376	310,306
Interest income	226,554	139,000	307,993	616,692	463,000
Other revenue	26	-	-	-	-
CTF Proceeds	23,514	22,000	13,600	22,000	22,000
Total revenues	<u>5,046,891</u>	<u>4,988,271</u>	<u>4,884,795</u>	<u>5,516,098</u>	<u>5,355,809</u>
TRANSFERS IN	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>100,000</u>	<u>1,200,000</u>
Total funds available	<u>14,726,407</u>	<u>17,592,046</u>	<u>16,063,598</u>	<u>16,794,902</u>	<u>19,452,909</u>
EXPENDITURES					
General Fund	490,797	520,103	228,036	455,029	555,000
Debt Service Fund	3,036,100	3,051,713	772,378	3,041,773	3,055,000
Capital Projects Fund	14,706	1,397,000	33,928	296,000	1,113,000
Special Revenue Fund	6,000	9,000	-	5,000	9,000
Total expenditures	<u>3,547,603</u>	<u>4,977,816</u>	<u>1,034,342</u>	<u>3,797,802</u>	<u>4,732,000</u>
TRANSFERS OUT	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>100,000</u>	<u>1,200,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,547,603</u>	<u>6,477,816</u>	<u>1,034,342</u>	<u>3,897,802</u>	<u>5,932,000</u>
ENDING FUND BALANCES	<u>\$ 11,178,804</u>	<u>\$ 11,114,230</u>	<u>\$ 15,029,256</u>	<u>\$ 12,897,100</u>	<u>\$ 13,520,909</u>

No assurance provided. See summary of significant assumptions.

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

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION - Arapahoe #4273					
Residential	\$ 19,930,762	\$ 19,212,400	\$ 19,212,400	\$ 19,212,400	\$ 24,377,612
Commercial	271,294,246	277,785,094	277,785,094	277,785,094	406,121,703
Industrial	5,516,670	5,516,670	5,516,670	5,516,670	6,741,198
Agricultural	13,536	10,905	10,905	10,905	8,220
State assessed	1,436,870	3,903,160	3,903,160	3,903,160	1,445,820
Vacant land	8,662,453	9,483,166	9,483,166	9,483,166	10,661,490
Personal property	36,710,702	28,778,080	28,778,080	28,778,080	36,157,778
Other	1,346	1,346	1,346	1,346	1,302
Certified Assessed Value	\$ 343,566,585	\$ 344,690,821	\$ 344,690,821	\$ 344,690,821	\$ 485,515,123
MILL LEVY					
General	5.000	5.000	5.000	5.000	5.000
Debt Service	8.788	8.769	8.769	8.769	6.243
Temporary Mill Levy Reduction	(0.641)	(0.641)	(0.641)	(0.641)	(1.900)
Total mill levy	13.147	13.128	13.128	13.128	9.343
PROPERTY TAXES					
General	\$ 1,717,833	\$ 1,723,454	\$ 1,723,454	\$ 1,723,454	\$ 2,427,576
Debt Service	3,019,263	3,022,594	3,022,594	3,022,594	3,031,071
Temporary Mill Levy Reduction	(220,226)	(220,947)	(220,947)	(220,947)	(922,479)
Levied property taxes	4,516,870	4,525,101	4,525,101	4,525,101	4,536,168
Refunds and abatements	-	-	-	-	-
Budgeted property taxes	\$ 4,516,870	\$ 4,525,101	\$ 4,525,101	\$ 4,525,101	\$ 4,536,168
ASSESSED VALUATION - Arapahoe #4274 Debt Only					
Residential	\$ 4,056,024	\$ 3,899,403	\$ 3,899,403	\$ 3,899,403	\$ 4,623,194
Commercial	-	-	-	-	-
Industrial	-	-	-	-	-
Agricultural	-	-	-	-	-
State assessed	92,680	121,330	121,330	121,330	690
Personal property	-	57,286	57,286	57,286	193,108
Certified Assessed Value	\$ 4,148,704	\$ 4,078,019	\$ 4,078,019	\$ 4,078,019	\$ 4,816,992
MILL LEVY					
Debt Service 2019 Refunding	7.111	7.094	7.094	7.094	5.052
Total mill levy	7.111	7.094	7.094	7.094	5.052
PROPERTY TAXES					
Debt Service	29,501	28,929	28,929	28,929	24,335
Budgeted property taxes	\$ 29,501	\$ 28,929	\$ 28,929	\$ 28,929	\$ 24,335
BUDGETED PROPERTY TAXES					
General	\$ 1,480,840	\$ 1,502,507	\$ 1,451,857	\$ 1,502,507	\$ 1,505,097
Debt Service	3,016,506	3,051,523	2,949,657	3,051,523	3,055,406
Total	\$ 4,497,346	\$ 4,554,030	\$ 4,401,514	\$ 4,554,030	\$ 4,560,503

PLEASE NOTE: The District has engaged a financial consultant to evaluate alternatives relating to long term debt service strategies.

No assurance provided. See summary of significant assumptions.

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

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 7,387,929	\$ 8,546,438	\$ 8,625,774	\$ 8,625,775	\$ 10,151,325
REVENUES					
Property taxes	1,480,840	1,502,507	1,451,857	1,502,507	1,505,097
Specific ownership taxes	98,668	90,150	61,536	123,072	126,982
Interest income	149,109	75,000	227,147	455,000	350,000
Other revenue	26	-	-	-	-
Total revenues	<u>1,728,643</u>	<u>1,667,657</u>	<u>1,740,540</u>	<u>2,080,579</u>	<u>1,982,079</u>
Total funds available	<u>9,116,572</u>	<u>10,214,095</u>	<u>10,366,314</u>	<u>10,706,354</u>	<u>12,133,404</u>
EXPENDITURES					
General and administrative					
Accounting	33,237	35,650	28,380	50,000	39,500
Auditing	5,200	5,200	-	5,200	5,200
County Treasurer's fee	22,332	22,538	21,978	22,538	22,576
Directors' fees	400	3,200	800	1,600	3,200
Dues and membership	647	1,500	657	657	1,500
Insurance	10,261	12,000	12,134	12,134	13,000
District management	21,291	35,000	13,167	35,000	35,000
Legal	41,994	50,000	49,052	100,000	55,000
Miscellaneous	1,139	3,164	1,382	3,200	3,000
Irrigation	130,130	110,000	15,568	50,000	110,000
Payroll taxes	31	245	61	200	300
Election	340	2,000	782	1,000	-
Street lights	63,553	110,000	38,763	78,000	110,000
Contingency	-	1,606	-	-	1,724
Repairs and maintenance	-	10,000	-	2,000	10,000
Engineering	2,500	5,000	4,233	8,500	5,000
Landscaping	144,597	110,000	26,585	55,000	110,000
Utilities	13,145	3,000	14,494	30,000	30,000
Total expenditures	<u>490,797</u>	<u>520,103</u>	<u>228,036</u>	<u>455,029</u>	<u>555,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>100,000</u>	<u>1,200,000</u>
Total expenditures and transfers out requiring appropriation	<u>490,797</u>	<u>2,020,103</u>	<u>228,036</u>	<u>555,029</u>	<u>1,755,000</u>
ENDING FUND BALANCES	<u>\$ 8,625,775</u>	<u>\$ 8,193,992</u>	<u>\$ 10,138,278</u>	<u>\$ 10,151,325</u>	<u>\$ 10,378,404</u>
EMERGENCY RESERVE	\$ 51,900	\$ 50,100	\$ 52,300	\$ 62,500	\$ 59,500
AVAILABLE FOR OPERATIONS	<u>8,573,875</u>	<u>8,143,892</u>	<u>10,085,978</u>	<u>10,088,825</u>	<u>10,318,904</u>
TOTAL RESERVE	<u>\$ 8,625,775</u>	<u>\$ 8,193,992</u>	<u>\$ 10,138,278</u>	<u>\$ 10,151,325</u>	<u>\$ 10,378,404</u>

No assurance provided. See summary of significant assumptions.

**DOVE VALLEY METRO DISTRICT
 CONSERVATION TRUST FUND
 2024 BUDGET
 WITH 2022 ACTUAL AND 2023 ESTIMATED
 For the Years Ended and Ending December 31, 2024**

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 101,844	\$ 120,074	\$ 121,409	\$ 121,409	\$ 144,775
REVENUES					
CTF Proceeds	23,514	22,000	13,600	22,000	22,000
Interest income	2,051	3,000	3,183	6,366	4,000
Total revenues	<u>25,565</u>	<u>25,000</u>	<u>16,783</u>	<u>28,366</u>	<u>26,000</u>
Total funds available	<u>127,409</u>	<u>145,074</u>	<u>138,192</u>	<u>149,775</u>	<u>170,775</u>
EXPENDITURES					
General and administrative					
Miscellaneous	-	1,000	-	1,000	1,000
Happy Canyons Trail Mowing	6,000	8,000	-	4,000	8,000
Total expenditures	<u>6,000</u>	<u>9,000</u>	<u>-</u>	<u>5,000</u>	<u>9,000</u>
Total expenditures and transfers out requiring appropriation	<u>6,000</u>	<u>9,000</u>	<u>-</u>	<u>5,000</u>	<u>9,000</u>
ENDING FUND BALANCES	<u>\$ 121,409</u>	<u>\$ 136,074</u>	<u>\$ 138,192</u>	<u>\$ 144,775</u>	<u>\$ 161,775</u>
CONSERVATION TRUST RESERVE	<u>\$ 121,409</u>	<u>\$ 136,074</u>	<u>\$ 138,192</u>	<u>\$ 144,775</u>	<u>\$ 161,775</u>
TOTAL RESERVE	<u>\$ 121,409</u>	<u>\$ 136,074</u>	<u>\$ 138,192</u>	<u>\$ 144,775</u>	<u>\$ 161,775</u>

No assurance provided. See summary of significant assumptions.

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

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 1,955,891	\$ 2,212,224	\$ 2,209,365	\$ 2,209,365	\$ 2,565,615
REVENUES					
Property taxes	3,016,506	3,051,523	2,949,657	3,051,523	3,055,406
Specific ownership taxes	200,783	183,091	100,152	200,304	183,324
Interest income	72,285	60,000	73,098	146,196	106,000
Total revenues	<u>3,289,574</u>	<u>3,294,614</u>	<u>3,122,907</u>	<u>3,398,023</u>	<u>3,344,730</u>
Total funds available	<u>5,245,465</u>	<u>5,506,838</u>	<u>5,332,272</u>	<u>5,607,388</u>	<u>5,910,345</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	45,500	45,773	44,278	45,773	45,831
Paying agent fees	400	5,000	-	5,000	5,250
Contingency	-	9,940	-	-	9,119
Bond Interest - Series 2019	1,515,200	1,456,000	728,100	1,456,000	1,394,800
Bond Principal - Series 2019	1,475,000	1,535,000	-	1,535,000	1,600,000
Total expenditures	<u>3,036,100</u>	<u>3,051,713</u>	<u>772,378</u>	<u>3,041,773</u>	<u>3,055,000</u>
Total expenditures and transfers out requiring appropriation	<u>3,036,100</u>	<u>3,051,713</u>	<u>772,378</u>	<u>3,041,773</u>	<u>3,055,000</u>
ENDING FUND BALANCES	<u>\$ 2,209,365</u>	<u>\$ 2,455,125</u>	<u>\$ 4,559,894</u>	<u>\$ 2,565,615</u>	<u>\$ 2,855,345</u>
DEBT SERVICE RESERVE - SERIES 2019	\$ 1,533,425	\$ 1,533,425	\$ 1,533,425	\$ 1,533,425	\$ 1,533,425
TOTAL RESERVE	<u>\$ 1,533,425</u>	<u>\$ 1,533,425</u>	<u>\$ 1,533,425</u>	<u>\$ 1,533,425</u>	<u>\$ 1,533,425</u>

No assurance provided. See summary of significant assumptions.

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

10/31/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 233,852	\$ 225,039	\$ 222,255	\$ 222,255	\$ 35,385
REVENUES					
Interest income	3,109	1,000	4,565	9,130	3,000
Total revenues	<u>3,109</u>	<u>1,000</u>	<u>4,565</u>	<u>9,130</u>	<u>3,000</u>
TRANSFERS IN					
Transfers from other funds	<u>-</u>	<u>1,500,000</u>	<u>-</u>	<u>100,000</u>	<u>1,200,000</u>
Total funds available	<u>236,961</u>	<u>1,726,039</u>	<u>226,820</u>	<u>331,385</u>	<u>1,238,385</u>
EXPENDITURES					
General and Administrative					
District management	-	5,000	416	1,000	5,000
Legal	-	10,000	8,724	15,000	11,000
Project Management	-	10,000	24,788	30,000	10,000
Fremont Ave. Urban Trail	-	550,000	-	-	550,000
Lone Tree Creek Trail	-	285,000	-	250,000	-
Contingency	-	500,000	-	-	500,000
District Identity and Website	1,188	2,000	-	-	2,000
Street Expansion-Hannibal Circle	250	-	-	-	-
Happy Canyons Trail and Bridge	13,268	-	-	-	-
Medians-Potomac/Chambers/Broncos Pkwy	-	25,000	-	-	25,000
Trail Design	-	10,000	-	-	10,000
Total expenditures	<u>14,706</u>	<u>1,397,000</u>	<u>33,928</u>	<u>296,000</u>	<u>1,113,000</u>
Total expenditures and transfers out requiring appropriation	<u>14,706</u>	<u>1,397,000</u>	<u>33,928</u>	<u>296,000</u>	<u>1,113,000</u>
ENDING FUND BALANCES	<u>\$ 222,255</u>	<u>\$ 329,039</u>	<u>\$ 192,892</u>	<u>\$ 35,385</u>	<u>\$ 125,385</u>

No assurance provided. See summary of significant assumptions.

**DOVE VALLEY METRO DISTRICT
SUMMARY OF SIGNIFICANT ASSUMPTIONS
2024 BUDGET**

Services Provided

The Dove Valley Metropolitan District (“the District”), a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court on April 30, 1984 and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized to provide street improvements, parks and recreational facilities, water supply, wastewater facilities, traffic and safety controls, public transportation, fire protection, mosquito control, television relay and operation and maintenance. The District's service area is located entirely within Arapahoe County, Colorado.

In December 1988 and in January 2000, the District amended its Service Plan to include the operation and/or maintenance of water and sanitation services, local sanitary, and drainage facilities and streets, either independently or pursuant to intergovernmental agreements with Arapahoe County, Parker Jordan Metropolitan District and Douglas County, as appropriate. In October 2004, the District again modified its Service Plan to reflect the Financial Plan and to grant the District the authority to issue the remaining voted debt in the amount of \$18,000,000.

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

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

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.

DOVE VALLEY METRO DISTRICT
SUMMARY OF SIGNIFICANT ASSUMPTIONS
2024 BUDGET

Revenues – (continued)

Property Taxes (continued)

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

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%.

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 6% of the property taxes collected.

Net Investment Income

Interest earned on the District's available funds has been estimated based on historical interest earnings.

Conservation Trust (Lottery Proceeds)

The District anticipates receiving revenue from the State Lottery on a per capita basis ratio. The revenue is restricted for recreation purposes under state statutes.

Expenditures

Administrative and Operating Expenditures

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, streetlights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included in the budget.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Project Fund.

**DOVE VALLEY METRO DISTRICT
SUMMARY OF SIGNIFICANT ASSUMPTIONS
2024 BUDGET**

Expenditures (continued)

County Treasurer's Fees

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

Debt Services

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019 Refunding Bonds (discussed under Debt and Leases).

Debt and Leases

Series 2019 Refunding Bond

On December 12, 2019, the District issued \$40,625,000 in Series 2019 General Obligation Refunding Bonds. The proceeds from the Series 2019 Refunding Bonds were used for the purpose of establishing an irrevocable trust account (the "Refunding Escrow") to refund the 2010 Refunded Bonds on the first date on which they may be redeemed prior to their maturity and refunding the Series 2015 Loan.

The Series 2019 Refunding Bonds are secured by and payable solely from property taxes net of the cost of collection, and specific ownership taxes attributable to the Debt Service Levy. The principal balance of the bonds shall bear an interest rate of 4.000% (with a yield of 2.122% per Form 8038-G), payable semi-annually on June 1 and December 1, commencing on June 1, 2020, and shall mature on December 1, 2039.

The bonds maturing on and after December 1, 2030, are subject to early redemption, at the option of the District, without redemption premium.

The District has no outstanding operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending for 2023, as defined under TABOR.

Debt Service Reserve

The District has provided for a Debt Service Reserve fund in the amount of \$1,533,425, as required by the Series 2019 General Obligation Refunding Bonds.

This information is an integral part of the accompanying budget.

DOVE VALLEY METRO DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
2024 BUDGET

\$40,625,000
General Obligation Refunding Bonds
Series 2019
Dated December 12, 2019
Interest Rate 4.000%
Interest Payable June 1 and December 1
Principal Due December 1

<u>Year Ended</u> <u>December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ 1,600,000	\$ 1,394,800	\$ 2,994,800
2025	1,660,000	1,330,800	2,990,800
2026	1,730,000	1,264,400	2,994,400
2027	1,795,000	1,195,200	2,990,200
2028	1,870,000	1,123,400	2,993,400
2029	1,945,000	1,048,600	2,993,600
2030	2,020,000	970,800	2,990,800
2031	2,105,000	890,000	2,995,000
2032	2,185,000	805,800	2,990,800
2033	2,275,000	718,400	2,993,400
2034	2,365,000	627,400	2,992,400
2035	2,460,000	532,800	2,992,800
2036	2,560,000	434,400	2,994,400
2037	2,660,000	332,000	2,992,000
2038	2,765,000	225,600	2,990,600
2039	2,875,000	115,000	2,990,000
TOTAL	<u>\$ 34,870,000</u>	<u>\$ 13,009,400</u>	<u>\$ 47,879,400</u>

The bonds are subject to early redemption on or after December 1, 2030, without penalty or premium.

RESOLUTION NO. 2023 – 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DOVE VALLEY METROPOLITAN DISTRICT
TO ADOPT THE 2024 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Dove Valley Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2023, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 20, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

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

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Dove Valley Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Dove Valley Metropolitan District for the 2024 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated. 20th

ADOPTED this 20th day of NOVEMBER, 2023.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Dove Valley Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Dove Valley Metropolitan District held on November 20, 2023.

By: _____
Secretary

RESOLUTION NO. 2023 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE DOVE VALLEY METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Dove Valley Metropolitan District (“District”) has adopted the 2024 annual budget in accordance with the Local Government Budget Law on November 20, 2023; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2024 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Dove Valley Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2024 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), 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.

ADOPTED this 20th day of November, 2023.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

I, David Solin, hereby certify that I am the duly appointed Secretary of the Dove Valley Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2024, duly adopted at a meeting of the Board of Directors of the Dove Valley Metropolitan District held on November 20, 2023.

Secretary

RESOLUTION NO. 2023-11-____

**DOVE VALLEY METROPOLITAN DISTRICT
RESOLUTION AMENDING POLICY ON COLORADO OPEN RECORDS ACT
REQUESTS**

A. On November 18, 2013, Dove Valley Metropolitan District (the “**District**”) adopted Resolution No. 2013-11-04 Regarding Colorado Open Records Act Requests (as amended on August 18, 2014 and May 17, 2021, the “**Resolution**”), in which the District adopted a policy related to Colorado Open Records Act Requests (the “**Policy**”).

B. In 2023, the Colorado General Assembly enacted Senate Bill 23-286, which provided for certain changes in the law related to Colorado Open Records Act Requests

C. The District desires to amend the Policy due to the legislative changes set forth in Senate Bill 23-286.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Dove Valley Metropolitan District, Arapahoe County, Colorado:

1. Defined Terms. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to them in the Resolution.

2. Amendments to Policy. The Policy is hereby amended as follows:

(a) Amendment to Section 3 of the Resolution. Section 3 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“3. Within the period specified in Section 24-72-203(3)(a), C.R.S., as amended from time to time, the Official Custodian shall notify the record requester that a copy of the record is available, but will only be sent to the requester once the custodian either receives payment or makes arrangements for receiving payment for all costs associated with records transmission and for all other fees lawfully allowed, unless recovery of all or any portion of such costs or fees has been waived by the Official Custodian, or where prohibited or limited by law. Upon either receiving such payment or making arrangements to receive such payment at a later date, the Official Custodian shall provide the record(s) to the requester as soon as practicable, but no more than three (3) business days after receipt of, or making arrangements to receive, such payment.”

(b) Amendment to Section 5 of the Resolution. Section 5 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“5. The Official Custodian shall not charge a per-page fee for providing records in a digital or electronic format.”

(c) Amendment to Section 7 of the Resolution. Section 7 of the Resolution is hereby deleted in its entirety, and substituted in lieu thereof shall be the following:

“7. All requests for copies or inspection of public records of the District shall be submitted to the Official Custodian in writing. Such requests shall be delivered by the Official Custodian to the District’s legal counsel for review and legal advice regarding the lawful availability of records requested and related matters, including without limitation, whether to deny inspection or production of certain records or information for reasons set forth in Sections 24-72-204(2) and (3), C.R.S., as amended from time to time. The District may, from time to time, designate specific records for which written requests are not required and with respect to which review by legal counsel is not required; i.e., service plans, rules and regulations, minutes, etc. Such designations shall occur in the minutes of the meetings of the District.”

3. Except as expressly set forth herein, the Resolution continues to be effective without modification.

RESOLUTION APPROVED AND ADOPTED ON November 20, 2023.

**DOVE VALLEY METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

**INTERGOVERNMENTAL AGREEMENT REGARDING
2023 GRANT OF ARAPAHOE COUNTY OPEN SPACE PROGRAM FUNDS
PROJECT NAME: EAST FREMONT AVENUE TRAIL**

This Intergovernmental Agreement (“Agreement”) is made and entered into by and between **THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE, STATE OF COLORADO** (“County”), and the **DOVE VALLEY METROPOLITAN DISTRICT**, a special district and political subdivision of the State of Colorado (“Grantee”) (collectively “Parties” and individually a “Party”).

RECITALS

- A. On November 2, 2021, the voters of the County permanently reauthorized, until repeal, a countywide sales and use tax to be deposited in the County Open Space Fund and used for specified open space purposes as set forth in County Resolution No. 21-263 (“Open Space Resolution”).
- B. The Open Space Resolution authorizes the County to award discretionary grants from its Open Space Fund to municipalities and special districts, as more fully set forth in the Open Space Resolution.
- C. On July 25, 2023, the County approved by resolution the Grantee’s grant proposal for the East Fremont Avenue Trail (“Grant Project”), which is attached as Exhibit A, subject to the execution of an intergovernmental agreement.
- D. This Agreement is authorized by Article XIV, Section 18 of the Colorado Constitution and C.R.S. § 29-1-203.

AGREEMENT

NOW, THEREFORE, the County and the Grantee agree as follows:

- 1. Amount of Grant. The County awards Grantee an amount not to exceed \$479,200 (“Grant Funds”) for the Grant Project from the County Open Space Fund.
- 2. Use of Grant Funds. The Grantee agrees that it shall only use the Grant Funds for the Grant Project as described in Exhibit A.
- 3. Disbursement of Grant Funds. The County shall pay the Grant Funds via ACH transfer to the Grantee on a reimbursement basis upon receipt of the approved status report and documentation of expenditures as required by this Agreement and no more often than bi-annually. No more than 75% of the Grant Funds will be reimbursed prior to the final report approval. The final 25% of Grant Funds will be reimbursed following the Grant Project inspection and review and approval of the final report and Grant Project deliverables. As a condition of the grant, the Grantee must obtain all necessary easements for the trail corridor

as set forth in Exhibit A within 12 months of the Effective Date of this Agreement, unless a longer period is approved by the County in writing. The Grantee shall provide proof of such easements to the County Grants Program Administrator and receive approval from the County in writing prior to beginning construction of the Grant Project.

4. Time for Use of Grant Funds. The Grantee agrees that the Grant Project must begin within 60 days of the grant award notification. The Grantee agrees that the Grant Project will be completed and the Grant Funds will be expended no later than two years from the Effective Date, unless the County agrees in writing to a longer period of time. The Grantee understands and agrees that, if the Grant Project cannot be completed within the two-year period or by the end of the agreed-upon extension, the County may require that the Grant Funds be refunded to the County Open Space Fund, be re-distributed to another agency, and/or be used for another viable and timely project.
5. Interest on Grant Funds. The Grantee further agrees that, after receipt of the Grant Funds, the Grantee will use any interest earned on the Grant Funds only for the Grant Project.
6. Administration of Grant Project. The Grantee shall be responsible for the direct supervision and administration of the Grant Project. The County shall not be liable or responsible for any cost overruns on the Grant Project, nor shall the County have any duty or obligation to provide any additional funding for the Grant Project if the Grant Project cannot be completed with the awarded Grant Funds. Grantee also agrees to comply with all local, state, and federal requirements while completing the Grant Project unless specifically waived.
7. Grant Project Site Visits. Upon 24 hours' written notice to the Grantee, the Grantee agrees to allow the County to make site visits before, during, at the completion of, and/or after the Grant Project.
8. Acknowledgement of County by Grantee. The Grantee agrees to acknowledge the County as a contributor to the Grant Project in all publications, on-site construction signage, news releases, and other publicity issued by the Grantee related to the Grant Project and agrees to allow the County to do the same. If any events are planned in regard to the Grant Project, the County shall be acknowledged as a contributor in the invitation to such events. Grantee shall cooperate with the County in preparing public information pieces, providing photos of the Grant Project from time to time, and providing access to the Grant Project for publicity purposes. Event information, event materials, and press release information related to the Grant Project must be sent to the County Grants Program Administrator for review and filing.
9. Required Sign at Grant Project Site. The County agrees to provide a standard sign for the Grant Project. Grantee agrees to erect and permanently maintain at least one County sign in a publicly visible area in recognition of the grant from the Arapahoe County Open Space Program. If the Grantee wishes to use its own sign and design, the Grantee must submit the sign location, design, and wording to the County Grants Program Administrator for approval prior to manufacture and/or installation of such sign. Such sign shall be erected prior to the completion of the Grant Project or its public opening, whichever is earlier.

10. Report Requirements. On or before January 31 and July 31 annually, the Grantee agrees to provide the County with Grant Project Progress Reports that conform to the format provided by the County. Each Grant Project Progress Report shall include supporting financial documentation as requested in the form provided. Upon completion of the Grant Project, the Grantee also agrees to submit to the County a Final Report that conforms to the format provided by the County; a final spreadsheet comparing the original budget to actual expenses that certifies Grant Funds used in compliance with the Open Space Resolution; supporting financial documentation as requested in the County report form; and high-resolution photographs of the progress and finished results of the Grant Project. The Final Report shall be submitted within three months of Grant Project completion unless the County agrees in writing to a longer period of time. The County shall be allowed to use information and images from these reports in publications, public information updates, and on the County's website.
11. Failure to Submit Required Reports. Upon written notice from the County's Open Space Grants Program Administrator informing the Grantee that it has failed to submit any required status report and/or final report, the Grantee shall submit such reports to the County's Open Space Grants Program Administrator within 30 days, and, if it fails to do so, the Grantee shall be deemed to be in violation of this Agreement.
12. Record-Keeping Requirements. The Grantee shall maintain a complete set of books and records documenting its use of the Grant Funds and its supervision and administration of the Grant Project. The County or any of its duly authorized representatives shall have reasonable access to any books, documents, papers, and records of the Grantee that are pertinent to the Grant Project for the purpose of making an audit, examination, or excerpts. The Grantee shall keep all books, documents, papers, and records pertinent to the Grant Project for a minimum of three years from the Grant Project completion date. The Grantee agrees to report to the County any unexpended Grant Funds and consult with the County concerning proper accounting for unexpended Grant Funds.
13. Changes to Grant Project. The Grantee agrees and understands that its Grant Project, once it has been approved by the County, may not be changed without the County's prior written approval. Proposed changes must be formally requested using the applicable Grant Project Modification Form provided by the County. Changes may not begin until the County has issued a written approval, which may also require the execution of an amendment to this Agreement.
14. Maintenance. Grantee agrees to assume responsibility for continuous, long-term maintenance and public safety of open space lands, trails, recreation facilities, amenities, signage, and other projects funded by the Grant Funds.
15. Failure to Comply and Reimbursement of Grant Funds. The Grantee understands and agrees that the County may require the Grantee to reimburse the County if any portion of the Grant Funds is not used in accordance with its approved grant proposal and this Agreement. Failure to comply with this Agreement shall result in default, and the Grantee

shall be ineligible for any future grants until the violation is remedied or after such other time period as determined by the County in its sole discretion.

16. Remedies. The rights and remedies of the County as set forth in this Agreement shall not be exclusive and are in addition to any other rights or remedies provided by law.
17. No Waiver of Rights. A waiver by either Party of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party.
18. Relationship of the Parties. The Grantee shall perform all duties and obligations under this Agreement as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee, or other relationship with the County.
19. No Third-Party Beneficiaries. Nothing in this Agreement shall give or allow any claim or right of action whatsoever by any third party, including, but not limited to, any agents or contractors of the Grantee.
20. Severability. The invalidity or unenforceability of any portion or previous version of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and, in such event, the Parties shall negotiate in good faith to replace such invalidated provision in order to carry out the intent of the Parties in entering into this Agreement.
21. Written Amendment Required. This Agreement may be amended, modified, or changed, in whole or in part, only by written agreement duly authorized and executed by the Parties.
22. Venue. Venue for any legal action arising out of this Agreement shall be in Arapahoe County District Court, pursuant to the appropriate rules of civil procedure.
23. Notices. Notices under this Agreement shall be sent to:

COUNTY: Board of County Commissioners of Arapahoe County
5334 South Prince Street
Littleton, CO 80120-1136

and

Arapahoe County Attorney
5334 South Prince Street
Littleton, CO 80120-1136

and

Arapahoe County Open Spaces Grants Program Administrator
6934 S. Lima St., Unit A
Centennial, CO 80112

GRANTEE: Dove Valley Metropolitan District
c/o David Solin
141 Union Boulevard, Suite 150
Lakewood, CO 80228

24. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado.
25. Counterparts. This Agreement may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement.
26. Incorporation of Exhibits. Unless otherwise stated in this Agreement, any exhibits, applications, resolutions, or other documents referenced in this Agreement shall be incorporated by reference into this Agreement for all purposes. In the event of any conflicts between this Agreement and any attached documents, this Agreement shall control.
27. Section Headings. The headings for any section of this Agreement are only for the convenience and reference of the Parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.
28. Assignment. The rights, or any parts of this Agreement, granted to the Parties in this Agreement may be assigned only with the prior written consent of the non-assigning Party.
29. Extent of Agreement. This Agreement constitutes the entire agreement of the Parties related to the Grant Project. The Parties agree that there have been no representations made regarding the subject matter of this Agreement other than those, if any, contained in this Agreement, and the various promises and covenants contained in this Agreement are mutually agreed upon and are in consideration of one another.
30. Signatures. The signatories to this Agreement represent that they are fully authorized to execute this Agreement and bind their respective entities.
31. Effective Date. This Agreement will become effective on the date of the Grantee's signature ("Effective Date").

Signature pages follow

IN WITNESS WHEREOF, the County and the Grantee have executed this Agreement as of the Effective Date.

ATTEST:

DOVE VALLEY METROPOLITAN DISTRICT

By: _____
Name:
Title:

By: _____
Name:
Title:
Date: _____

COUNTY OF ARAPAHOE
STATE OF COLORADO

By: _____
Shannon Carter, Director, Open Spaces
Pursuant to Resolution No. 23-038

EXHIBIT A

East Fremont Avenue Trail Project

2023 Standard and Small Grant Application

Dove Valley Metropolitan District

Mr. Kevin Crehan

2212 Fenton Street
Edgewater, CO 80214

kevin@solaradesigns.net
O: 303-477-2293

Application Form

Application Summary

Primary Contact Information*

Please provide information for the primary contact for this project in the following format.

Agency:

Name:

Title:

Telephone:

Email:

Dove Valley Metropolitan District

Kevin Crehan

Project Manager

303-477-2293

kevin@solaradesigns.net

Grant Category*

Select One:

- **Standard Grant:** \$150,001 - \$600,000, requiring a minimum of 25% total project cost cash match
- **Small Grant:** \$1,000 - \$150,000, requiring a minimum of 10% total project cost cash match

Standard Grant

Project Type*

Select One:

- **Trail Project:** Trail/trailhead construction or improvement, including stream/road crossings and trailhead amenities (such as parking or shelters); on-street trails and sidepaths for the purposes of (a) connecting an isolated neighborhood or activity center to a park, trail, open space, or school, and (b) connecting to a trail system included in a regional, County, or special district planning document
- **Site Improvement Project:** New construction, improvement, repair, or replacement of outdoor recreation facilities or amenities (such as playgrounds, shelters, sports fields, restrooms, or interior trail connections)
- **Environmental/Cultural Education Project:** Eligible projects include outreach materials (such as printed materials, video, or displays), installations (such as signage), or associated outdoor amenities (such as shelters or native landscaping)
- **Acquisition Project:** Eligible projects include fee simple acquisition of land for public open space, parks, or trails; or acquisition of a trail or conservation easement. *Additional application materials are required. Contact grants program staff to discuss projects in advance.*
- **Other Project:** Other allowable projects include stream/habitat restoration, natural re-vegetation, and water quality improvement. *Contact grants program staff to discuss projects in advance.*

Trail Project

Project Title*

East Fremont Avenue Trail Project

Project Address*

7248 S. Tucson Way to 7271 S. Eagle Street

Project Location*

Select a Jurisdiction or Unincorporated Arapahoe County:

Centennial

GPS Coordinates (Latitude in Decimal Degrees)

Example: 39.5773033 (Dove Valley Regional Park)

39584082

GPS Coordinates (Longitude in Decimal Degrees)

Example: -104.828850 (Dove Valley Regional Park)

-104825223

Grant Request Amount*

\$479,200.00

Cash Match Amount*

\$407,050.00

Total Project Amount*

Total project amount includes grant request and cash match only. Please do not include in-kind match.

\$886,250.00

Cash Match Percentage*

Calculate cash match as % of total project cost.

46

Project Partners

List partner agencies if applicable.

City of Centennial

Executive Summary*

Provide a brief summary highlighting key points of your proposal, such as project description, goals, need, partnerships, etc.

Key Points: The East Fremont Avenue Trail Project is the first phase of a larger, two-phase project intended to provide a continuous, off-street pedestrian / bicycle linkage between the City of Centennial's recently completed Lone Tree Creek Trail and the Cherry Creek Regional Trail. The current project (Phase One) will extend from S. Tucson Way to S. Jordan Road. Phase Two will extend north and east from Jordan Road to connect with the Cherry Creek Regional Trail near the Cherry Creek Soccer Complex. With help from the City of Centennial, we will also be pursuing a Phase 1A in the near future to make the final connection between S. Tucson Way to the Lone Tree Creel Trail. (This last section of trail was dropped from Phase 1 due to lack of permission to traverse private property at any of several viable locations.)

The trail is designed primarily as a detached, 8 foot wide concrete trail, with approximately 1000 lf (18.5%) of the 5400 linear foot trail to be "attached" due to site constraints at several locations. Trail alignment will generally parallel Fremont Avenue from W. Tucson Way to Jordan Road.

Goals: The ultimate goal for this trail project is to provide a safe, convenient, east-west pedestrian / bike connection between the Lone Tree Creek and Cherry Creek Trails. The project will also improve pedestrian safety and mobility for residents and employees in the immediate area by filling in the multiple gaps in Fremont Avenue's current pedestrian walk system, while also providing consistency in width, materials, and accessibility.

Need: The pedestrian circulation network in the vicinity of this project is sorely lacking, particularly in the east-west direction. The east Fremont Avenue Trail will provide the first phase of a vital east-west connection between two prominent north-south trails.

Partnerships: The City of Centennial has been a strong partner, committing \$186,000 to help fund the project. Amy Wiedeman at the City has also been a huge help in supporting our outreach efforts to the property owners along the corridor. Should our project be chosen to receive grant funding, we look forward to also partnering with Arapahoe County Open Spaces to complete the project.

Minimum Qualifications and Eligibility

Eligibility Question 1*

Please list your agency's ongoing Arapahoe County Open Spaces grant projects.

Dove Valley Metropolitan District does not currently have any ongoing grant funded projects with Arapahoe County Open Spaces.

Eligibility Question 2*

How does this project align with the Arapahoe County Open Spaces Master Plan, Arapahoe County Bicycle and Pedestrian Master Plan, an agency master plan, or other approved planning documents?

Please refer to the current Arapahoe County Open Spaces Master Plan adopted in June 2021. Plans are available on the ACOS website.

The proposed trail project aligns with Arapahoe County's Bicycle and Pedestrian Master Plan by enhancing connectivity and access for cyclists and pedestrians in an area of moderate to high pedestrian demand. In addition to a preponderance of employment uses in the immediate vicinity, the trail corridor also lies adjacent to significant residential populations with a high percentage of school age children. Safe and low stress access to nearby schools and workplaces will be improved by integrating this convenient, off street pedestrian-way into the larger pedestrian circulation network. The ultimate goal of connecting two major north-south trails (Lone Tree Creek and Cherry Creek Trails) also aligns squarely with the broader goal to enhance the overall regional trails network. Our partnership with the City of Centennial to help fund construction of this trail is an additional aspect of the project encouraged within all applicable trails and open space planning documents.

Eligibility Question 3*

How does this project address specific objectives in the Arapahoe County Open Space Resolution #21-263?

Please note that this resolution replaces the previous Open Space Resolutions #030381/110637. The resolution is available on the ACOS website.

The East Fremont Avenue Trail Project addresses the objectives of Resolution 21-263 by acquiring easements and constructing trails as listed under Section 12(e) i-h, and also as listed in Exhibit A; "Providing, maintaining, and improving regional and neighborhood parks and trails."

Certification and Authorized Signature Form*

Please attach completed Certification and Authorized Signature Form as a PDF document. Form must be signed by highest authority in agency or authorized individual. *Required forms are available on the ACOS website.*

Please name your file as follows: *Applicant_SignatureForm.pdf*

Applicant_SignatureForm.pdf

Project Timeline

Project Timeline Form*

Please attach completed Project Timeline Form as a PDF document. *Required forms are available on the ACOS website.*

Please name your file as follows: *Applicant_TimelineForm.pdf*

Applicant_TimelineForm.pdf

Project Budget

Budget Narrative*

Provide a clear and concise budget narrative. Include details about expenses in each budget category, justification for any unusual line items, and an explanation of how you arrived at these estimates. Include amount and sources of matching funds.

Professional Services - Property Owner Outreach and Easement Negotiation Services, Legal and Survey Services related to formal easement document preparation, and Bidding and Construction Administration Services. Dove Valley will fund much of this work prior to grant awards being made.

Pre-Construction - The work required to occur before construction of the actual improvements can be built. Pre-construction items include Mobilization, Traffic Control, Demolition, and Utility Re-location. These costs will be split between Dove Valley and the City of Centennial.

Construction - The finished work trail users will actually enjoy, such as the concrete trail itself and the adjacent roadway improvements. The required retaining wall and storm sewer are also included in this budget category. The bulk of these costs would be paid using grant funding, with smaller portions assigned to either Dove Valley or the City of Centennial as appropriate to match total costs to our pre-arranged funding commitments.

Source of Estimates - Construction cost estimates were derived using unit costs for similar items on bids for actual current projects. Professional Services estimates are based upon estimates received from the team members that will actually perform that work.

Matching Funds - Dove Valley has committed \$221,050 to the project, while the City of Centennial has committed \$186,000. Total matching Funds committed to the project equal \$407,050, or 46% of the total project cost.

Budget Forms*

Please attach completed Summary Budget Form and Detailed Expense Budget Form as a single PDF document. *Required forms are available on the ACOS website.*

Please name your file as follows: *Applicant_BudgetForms.pdf*

Applicant_BudgetForms.pdf

Project Narrative

Question 1*

Describe the project goals, scope, and expected results. Describe project elements, including useful life. Discuss the current condition of the project site and the improvements that are proposed. Discuss how this project improves access to the outdoors, connectivity, and/or educational opportunities.

Goals: The ultimate goal for this trail project is to provide a safe, convenient, and inviting east-west pedestrian / bike connection between the Lone Tree Creek and Cherry Creek Trails. The project will also improve pedestrian safety and mobility for residents and employees in the immediate area by filling in the multiple gaps in Fremont Avenue's current pedestrian walk system, while also providing consistency in width, materials, and accessibility.

Scope: The project includes 3800 linear feet of new concrete trail, to combine with approximately 1600 linear feet of previously constructed trail, resulting in a 5400 foot continuous, 8' concrete trail extending from S. Tucson Way to S. Jordan Road. (Previous segments were constructed in partnership with County, District, and private development projects as opportunities arose in prior years.)

The project will require relocation of several fiber optic pull boxes and telephone pedestals, a bus shelter and one large tree at the Arapahoe County Judicial Center, and several small signs along the corridor. A significant amount of new curb and gutter will be constructed at the east end of the project to control drainage and protect the trail from vehicles along Fremont Avenue where no curb and gutter previously existed. A 200 foot length of retaining wall and limited drainage improvements are also included at the east end of the project to overcome space constraints where existing drainage swales and other drainage accommodations encumbered the desired trail alignment.

Beyond the actual construction work, the project scope also includes bid and construction administration, as well as an extended outreach campaign to connect with the affected property owners, gain support for the project, and secure the required temporary construction and permanent public use easements.

Expected Results: Our expectation is that this project will create a safe, convenient, and inviting pedestrian / bike corridor that will serve the immediate and surrounding communities well. The trail will serve to enhance access to nearby destinations such as Dove Valley Regional Park, and will also function as an important link to the broader trail network by connecting to the Lone Tree Creek Trail and the Cherry Creek Regional Greenway.

Project Elements and Useful Life: The vast majority of the project consists of the 8' concrete trail and other concrete elements such as curb and gutter, storm pipe, etc. With proper upkeep, we expect these improvements to last well beyond 50 years.

Access to the Outdoors, Connectivity, and Educational Opportunities: Improved access and connectivity to the larger trail network and associated parks and other outdoor destinations will be the primary benefit of this project. Prior to a recent public meeting about the project, the project team had not considered incorporating any educational aspects. One attendee to the meeting inspired us though, by mentioning that East Fremont Avenue was named for John C. Fremont, the famous 19th century explorer, military officer, and prominent politician. Incorporating an educational plaque, sign, or other element conveying educational material about Mr. Fremont may warrant consideration, but is not currently included in the project.

Question 2*

Describe the community/neighborhood and user groups the project will serve. Discuss the type of users (children, families, seniors, sports leagues, etc.), and estimate the number of users that will benefit annually. How did you arrive at this estimate? Describe how this project will address inclusivity per Americans with Disabilities Act guidelines.

Community support letters are encouraged; include up to five in the Attachments section.

Community Description and Anticipated User Groups: The neighborhoods surrounding the East Fremont Avenue Trail project include a broad mix of residential, office, light industrial, retail, institutional, and office uses. We anticipate trail users will run the gamut, including young children and families from the adjacent apartment and condominium communities, to adult bicycle commuters coming to work from the surrounding neighborhoods, to open space trail enthusiasts and runners (both young and old), to teens biking to soccer matches or baseball games at the nearby sports fields. With multiple major outdoor destinations like the Dove Valley Regional Park, Cherry Creek Soccer Complex, Centennial Center Park, Cherry Creek Ecological Park, and the Parker Jordan - Centennial Open Space nearby, we expect a good portion of trail users to be heading to one or more of these delightful destinations.

Annual Trail Usage: Although the project team has not developed detailed forecasts of trail usership, we have observed pedestrian and cyclist activity patterns within the neighborhood throughout the course of our planning and outreach work. The residential areas near the east end of the corridor currently generate a fair amount of pedestrian activity along Fremont Avenue, primarily at both the school and RTD bus stops, as well as walking to and from Dove Valley Regional Park. Office workers near the Lone Tree Creek Trail often walk the trail during lunch, and visitors to the Judicial Center are a noticeable pedestrian presence in the area near Potomac Street throughout the day.

Because much of the Fremont Avenue Corridor does not currently invite pedestrian use, we seldom observed pedestrians walking the length of the corridor. Cycling along the corridor is also uncommon. Once Phase 1 and 1A (The Lone Tree Creek Trail Connection) of the project are complete, we anticipate a marked increase in both pedestrian and cycling activity will result, although usership would likely still be considered "light". With the addition of Phase 2 (The connection to Cherry Creek Regional Trail) in the coming years, the utility of the trail will greatly increase, along with a corresponding increase in trail users.

Inclusivity per ADA: The entire Fremont Avenue Trail Corridor will be fully ADA compliant, with no grades exceeding 5%, and ADA compliant curb ramps at all street crossings.

Question 3*

Discuss the need and urgency for this project. Is this part of a multiphase project? If so, describe the work already completed and plans for future phases. What opportunities will be lost if this project or phase is not funded now?

Need and Urgency: The pedestrian circulation network in the vicinity of this project is sorely lacking, particularly in the east-west direction. Approximately one third of the Fremont Avenue Corridor does not currently feature a pedestrian walk at all. While the ultimate goal for this trail project is to provide a safe, convenient, east-west pedestrian / bike connection between the Lone Tree Creek and Cherry Creek Trails, completion of this phase of the project will also immediately improve pedestrian safety and mobility for the residents of the several multi-family residential neighborhoods directly adjacent to the corridor. The recent completion of the City of Centennial's Lone Tree Creek Trail also creates compelling reason to prioritize the Fremont Avenue Trail for current funding, as a valuable connection between the Lone Tree Creek Trail and the Cherry Creek Regional Trail.

Project Phasing: The East Fremont Avenue Trail Project is the first phase of a larger, two-phase project. The current project (Phase 1) will extend from S. Tucson Way to Jordan Road. Phase 2 will extend north and east from Jordan Road to connect with the Cherry Creek Regional Trail near the Cherry Creek Soccer Complex. We

will also be pursuing a Phase 1A in the near future to make the final connection between S. Tucson Way to the Lone Tree Creel Trail.

Work Already Completed / Plans for Future Phases:

Previous Work - Over the past several years, the Dove Valley District has leveraged construction and new development activity along the Fremont Avenue corridor to complete some 1600 linear feet of trail in advance of the current effort. These earlier efforts have significantly reduced the length of trail required to complete the Phase 1 portions of trail between Lone Tree Creek and S. Jordan Road, putting that goal within easier reach.

Phase 1A - Because the land between S. Tucson Way and Lone Tree Creek consists entirely of private lots, this trail segment must traverse private property, preferably at a location within reasonable proximity to the Fremont Avenue alignment. There are multiple “physically viable” locations for this trail segment to occur, but to date, all efforts by both the City of Centennial and Dove Valley to secure the needed trail easements across private property have failed.

This linkage had originally been planned as part of the Lone Tree Creek Trail Project, but was dropped from that project when efforts to find a cooperative property owner failed. During the early stages of the East Fremont Avenue Trail Project, the same access difficulties caused our team to drop the segment from our project as well. We have continued discussions with the City about this problematic trail segment over the past few years, and have recently learned the City has a new regulatory tool at their disposal that may help entice the subject property owners to cooperate. We will continue to pursue this vital trail connection in partnership with the City.

Phase 2 - During the early planning phases of the East Fremont Avenue Trail Project, the Dove Valley team began a dialog with the Parker Jordan District Board to collaborate on Phase 2 of the project that will complete the connection from S. Jordan Road to the Cherry Creek Regional Trail. In past conversations, the Parker Jordan District has expressed interest in taking up the Phase 2 portion, contingent upon Dove Valley’s success in implementing Phase 1.

Need for Current Funding: The Fremont Avenue Trail Project was originally designed in 2019, then approved and permitted for construction in 2020. Unfortunately, construction was postponed in 2020 due to a pandemic related hold on the project by the City of Centennial. The project was then postponed again through 2021 and 2022 as potential funding scenarios and partner commitments evolved.

This grant application represents Dove Valley’s commitment to move the project ahead in 2023, with renewed funding commitments by both the City of Centennial and the Dove Valley Metropolitan District, and under guidance from Arapahoe County Open Spaces Staff to pursue grant funding.

At present, one important aspect of the project that warrants consideration for current funding vs. funding in a future grant cycle involves the status of our plan approvals. Our plans approvals through the City of Centennial and SEMSWA were renewed in February 2023, and July 2022 respectively. The City's renewed approval will expire in February 2024, while SEMSWA's approval expires in July 2024. There is some uncertainty as to whether these approvals can be extended a second time. Because Arapahoe County Open Spaces Grants are not awarded until August 1st each year, a 2023 grant award would be critical to allow construction to be completed under the current approvals.

Question 4*

Summarize any planning completed prior to submitting this grant proposal. Is design and engineering complete? Does the project necessitate a zoning change? List any permits or approvals that need to be obtained (county or city planning, stormwater, federal 404 permit, etc.) and their status.

Include any time needed for these efforts in the Project Timeline. Planning costs incurred up to 6 months prior to application submission may be eligible for inclusion in match with prior approval from grants program staff.

Design, Engineering, and Permit Status: The project construction plans are complete, fully approved, and ready for bidding and construction.

Easements: We are currently working with property owners along the corridor to secure the needed temporary construction and permanent public use easements. The reception from these property owners has been quite positive, and we anticipate completion of the easement effort within the next two months.

Question 5*

Describe how the project will be completed within the required two-year timeframe. Discuss the agency's capacity to complete the project, including project management, resources, and experience implementing similar projects.

This description should match the Project Timeline.

Two Year Time Frame: From a project duration standpoint, the Fremont Avenue Trail Project will benefit from its relative simplicity, with easy access to all points along the trail corridor from Fremont Avenue, and consisting primarily of a single, readily available material (concrete). We have planned to bid the project during June and July 2023 so that we will be in position to award the construction contract and start pre-construction activities immediately following the August 1st grant award date.

Construction duration is anticipated to be no more than three months, and likely will be completed in a time frame closer to two months. Our Project Timeline shows construction beginning in September 2023, with completion scheduled by end of November 2023. We are confident this schedule is realistic and readily achievable.

Capacity: We intend to engage a firm with strong expertise in the design, bidding, and construction oversight of public improvements to administer the bidding and construction process for this project. Discussions are currently underway with Schedio Group to perform these services. Schedio group is a civil engineering firm with vast experience serving Colorado Special Districts, especially Title 32 Metropolitan Districts such as Dove Valley Metropolitan District.

Question 6*

Summarize any efforts to obtain public input, disseminate information to the public, develop partnerships, and garner community support for this project. Evidence of a transparent public process will be required. List the stakeholders that are involved. Discuss any known or anticipated opposition to this project and how this will be addressed.

If applicable, include letters, petitions, or other documents evidencing opposition in the Attachments section.

Outreach and Public Input: Since early 2023, our project team has been working to connect one on one with each property owner along the trail corridor. This effort has been targeted to gain property owner support for the project, and to secure the required temporary construction and permanent public use easements. In partnership with the City of Centennial, we also held a public meeting on April 12th to present our plans for the trail project and seek input from the community. Our outreach efforts will continue through the coming months as we conclude our work to secure easements and begin detailed planning of the construction effort.

Partnerships & Support: The City of Centennial has been a strong partner on the Fremont Avenue Trail Project, committing \$186,000 to help fund the project, and providing valuable assistance in support of our outreach campaign. We have also received strong support from property owners along the corridor, as evidenced by the letters of support included with this application. Looking ahead, we anticipate further collaboration with the Parker Jordan Metropolitan District regarding Phase 2 of the project. We also look forward to partnering with Arapahoe County Open Spaces should our project be chosen to receive grant funding.

Question 7*

How much of your cash match is secured? If applicable, what are your plans for securing additional funds? Describe cash and in-kind match partnerships established for this project.

Include partner support letters in the Attachments section and include cash match from partners on the Budget Forms. Grant recipients are responsible for cost overruns.

Cash Match Secured: We have secured 100% of our cash match as outlined in the attached Summary Budget. The Dove Valley Metropolitan District has committed \$221,050 to the project, and the City of Centennial has committed \$186,000. This equates to 46% of the project's \$886,250 overall budget.

Additional Funds: Beyond seeking grant funding through Arapahoe County Open Spaces' Grant Program, we do not anticipate the need to pursue additional funds.

In-Kind Partnerships: No in-kind match partnerships are planned as part of the project at present.

Question 8*

Describe any scenic, historic, or cultural values associated with the project site. Will they be impacted, preserved, or restored? Discuss natural resources at the site (habitat, water, wildlife, vegetation, etc.) and impacts to these resources as a result of this project. If applicable, discuss environmental sustainability benefits of this project (energy or water conservation, water quality improvement, etc.).

Scenic, Historic, or Cultural Values: Aside from being named for John C. Fremont, the famous 19th century explorer, military officer, and prominent politician, the Fremont Avenue Trail corridor does not feature any significant scenic, historic, or cultural values. The planned future connections to Lone Tree Creek at the western end, and Cherry Creek at the eastern end, will allow trail users to reach these types of resources much more easily in the coming years.

Environmental Benefits: Aside from providing a safe and convenient corridor for non-motorized travel, the primary environmental benefit of the Fremont Avenue Project relates to the storm water improvements near the east end of the corridor. By constructing new curb and gutter at this location, the project eliminates a minor source of storm water contamination from the currently unfinished dirt and gravel surface at the south side of Fremont Avenue.

Question 9*

Discuss ownership and legal access at the proposed project site. Detail any third-party rights, easements, or other encumbrances that exist and their effect on the project.

Provide supporting documentation showing ownership, legal access, and/or permission from landowner in the Attachments section.

Ownership and Legal Access: Because the proposed trail corridor runs adjacent to E. Fremont Avenue, much of the proposed trail will be located within existing City of Centennial and Arapahoe County owned right of way. Still, the project will require temporary construction and permanent public use easements from eight of the ten property owners along the corridor. Four of these owners are governmental or institutional entities (The State of Colorado, Arapahoe County, The City of Centennial, and SEMSWA), and four are private property owners (Foodworks, Inc., Contact Medial LLC, EJJ Holdings, and Gypsum Management and Supply, Inc.) We are currently working with these property owners to secure the needed easements, and anticipate completion of that effort by end of June 2023. (The attached "Fremont Trail Easement Exhibit".pdf illustrates the needed easements along the entire trail corridor.)

Question 10*

Describe long-term plans for maintaining the project. Who will be responsible for maintenance? Estimate annual costs to maintain the project site and explain how maintaining the site will affect the responsible agency's budget.

Long Term Maintenance: Dove Valley will be responsible for all costs associated with trail maintenance, and intends to engage Arapahoe County Open Spaces maintenance division to perform routine snow removal, periodic trail sweeping, and trash and graffiti removal. This arrangement would be an extension of an existing agreement between Arapahoe County and the District that currently includes County maintenance of District owned portions of the Happy Canyon Trail and Broncos Parkway Trail. Dove Valley will also be responsible for repair and replacement of any trail sections that may become damaged over time.

Annual Costs: Based upon the per linear foot maintenance costs under the existing agreement with Arapahoe County Open Spaces, we anticipate the cost to maintain this trail will run between \$10,000 and \$12,000 annually. Dove Valley has a designated funding source through the Colorado State Conservation Trust Fund that is used solely to maintain District owned trails. The current maintenance budget and associated reserves are more than adequate to maintain the Fremont Avenue Trail on an ongoing basis.

Attachments

Attachment 1: Evidence of Support from Highest Authority*

Please attach evidence of support from the agency's highest authority (official letter or resolution) as a PDF document. At a minimum, this document must include: project title, amount of grant funds requested, statement that matching funds are secured and/or efforts to secure funds are underway (include the amount of matching funds committed), and certification that the project will be open to the public or serve a public purpose upon completion. *A sample resolution is available on the ACOS website.*

Please name your file as follows: *Applicant_SupportHighestAuthority.pdf*

Applicant_SignatureForm.pdf

Attachment 2: Evidence of Community Support*

Please attach up to 5 letters of support from users, working groups, community members, volunteers, schools, etc. as a single PDF document. Letters should be specific to the project and dated within the last 6 months.

Please name your file as follows: *Applicant_CommunitySupport.pdf*
Applicant_CommunitySupport.pdf

Attachment 3: Documentation of Opposition*

Please attach documentation of opposition to the project (such as letters, petitions, articles, etc.) as a single PDF document. If there is no known opposition, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_Opposition.pdf*
Applicant_Opposition.pdf

Attachment 4: Evidence of Commitment from Project Partners*

Please attach evidence of commitment from project partners (such as partner support letters, commitment to provide cash/in-kind match, or maintenance agreements) as a single PDF document. There is no maximum allowable number of partner support letters. If there are no partners for this project, please attach a page stating that this section is not applicable.

Please name your file as follows: *Applicant_PartnerCommitments.pdf*
Applicant_PartnerCommitments.pdf

Attachment 5: Primary Project Photo*

Please attach one high resolution photo in JPG format. Please choose the photo that provides the best overall representation of your project. This photo will be used for presentations and/or publications.

Please name your file as follows: *Applicant_PrimaryPhoto.jpg*
Applicant_PrimaryPhoto.jpg

Attachment 6: Photos*

Please attach photos of existing conditions at the project site (including captions) as a single PDF document. Include conceptual drawings if applicable.

Please name your file as follows: *Applicant_Photos.pdf*
Applicant_Photos.pdf

Attachment 7: Maps*

Please attach a site map and a vicinity map as a single PDF document.

Please name your file as follows: *Applicant_Maps.pdf*
DVMD_Maps.pdf

Attachment 8: Site Visit Form*

Please attach a completed site visit form as a PDF document. *Required forms are available on the ACOS website.*

Please name your file as follows: *Applicant_SiteVisitForm.pdf*

Applicant_SiteVisitForm.pdf

Attachment 9: Evidence of Property Ownership/Access*

Please attach evidence of property ownership/legal access (ArapaMAP parcel information, title commitment, etc.) as a PDF document.

Please name your file as follows: *Applicant_EvidenceofOwnership.pdf*

Applicant_EvidenceofOwnership.pdf

Attachment 10: Other Attachments

Please attach additional supporting documentation (news articles, cost estimates, etc.) as a single PDF document.

Please name your file as follows: *Applicant_OtherAttachments.pdf*

Confirmation

Please click the "I Agree" button below to certify that your application is complete and ready to submit. Once submitted, applications are final and cannot be returned.*

I agree

File Attachment Summary

Applicant File Uploads

- Applicant_SignatureForm.pdf
- Applicant_TimelineForm.pdf
- Applicant_BudgetForms.pdf
- Applicant_SignatureForm.pdf
- Applicant_CommunitySupport.pdf
- Applicant_Opposition.pdf
- Applicant_PartnerCommitments.pdf
- Applicant_PrimaryPhoto.jpg
- Applicant_Photos.pdf
- DVMD_Maps.pdf
- Applicant_SiteVisitForm.pdf
- Applicant_EvidenceofOwnership.pdf



Certification and Authorized Signature Form

Please use this form for the Arapahoe County Open Spaces grant application.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**



Authorized Signature (highest authority in agency or authorized individual)

04 / 13 / 2023

Date

David Solin, District Manager

Printed Name and Title

Fremont Avenue Trail Project

Summary Budget Form - STANDARD Grants (25% minimum cash match)

Source of Funds	Date Funds Secured	Grant Request	Cash Match	Total Project Funds
Arapahoe County Open Spaces Grant	8/1/2023	\$479,200		\$479,200
Applicant Cash Match	1/1/2023		\$221,050	\$221,050
City of Centennial	1/1/2023		\$186,000	\$186,000
Totals		\$479,200	\$407,050	\$886,250

MATCH REQUIREMENTS	Total Project Cost:	\$886,250.00
	Cash Match % Required:	25%
	Required Cash Match Amount:	\$221,562.50
	Project Cash Match Budgeted:	\$407,050.00
		<i>Minimum Met? YES</i>

Applicant: Dove Valley Metropolitan District

Project Title: East Fremont Avenue Trail Project

** Please do not include in-kind match on the Budget Forms. Describe in-kind match in the budget narrative and project narrative if appli*

DETAILED EXPENSE WORKSHEET

	Budget Category	Line Item Detail Description	ACOS Grant	Grantee Cash Match	Partner Cash Match	TOTAL
	Professional Services	Property Owner Outreach / Easement Negotiation		\$17,500.00		\$17,500.00
		Legal and Survey Services re: Easements		\$17,500.00		\$17,500.00
		Bid Process / Construction Administration		\$27,500.00		\$27,500.00
	Pre-Construction	Mobilization		\$34,500.00		\$34,500.00
		Traffic Control		\$34,500.00		\$34,500.00
		Erosion Control		\$27,350.00		\$27,350.00
		Demolition			\$79,500.00	\$79,500.00
		Utility Re-location			\$30,700.00	\$30,700.00
	Construction	8' Concrete Trail, ADA Ramps & Associated Work	\$479,000.00	\$62,200.00	\$4,000.00	\$545,200.00
		Retaining Wall			\$31,500.00	\$31,500.00
		Storm Sewer			\$40,300.00	\$40,300.00
TOTALS			\$479,000.00	\$221,050.00	\$186,000.00	\$886,050.00

Applicant: Dove Valley Metropolitan District Project Title: East Fremont Avenue Trail Project Date: April 14, 2023



Certification and Authorized Signature Form

Please use this form for the Arapahoe County Open Spaces grant application.

By signing this form, I certify that:

- **The information included in this application is true to the best of my knowledge.**
- **If funded, the applicant commits to completing the proposed project.**
- **If funded, the applicant accepts responsibility for any cost overruns necessary to complete the project.**
- **If funded, the completed project will be open to the public or will otherwise serve a public purpose.**
- **If funded, the applicant agrees to maintain the completed project site or to continue its maintenance agreement with a partner agency as outlined in the application.**
- **I am authorized to sign on behalf of the applicant.**



Authorized Signature (highest authority in agency or authorized individual)

04 / 13 / 2023

Date

David Solin, District Manager

Printed Name and Title

Fremont Avenue Trail Project



Arapahoe County Open Spaces
6934 South Lima Street, Suite A
Centennial, CO 80112

April 10, 2023

Re: East Fremont Avenue Trail Project

Dear Grant Selection Committee:

The City of Centennial would like to express its full support for the Dove Valley Metropolitan District's effort to implement the Fremont Avenue Trail Project. This project will improve pedestrian/bicyclist safety and mobility in the area by constructing a continuous eight-foot-wide, off-street trail along the south side of East Fremont Avenue between S. Tucson Way and S. Jordan Road. Through future phases of the project, the ultimate goal for this trail is to act as a convenient east-west connection between the Lone Tree Creek Trail and the Cherry Creek Greenway Trail.

As a project partner, we enthusiastically support Dove Valley's efforts to implement this trail segment and encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working with the Dove Valley Metropolitan District and Arapahoe County Open Spaces to bring this project to fruition.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Sturgeon", written over a white background.

Matt Sturgeon
City Manager



Arapahoe County Open Spaces
6934 South Lima Street, Suite A
Centennial, CO 80112

April 14, 2023

Re: East Fremont Avenue Trail Project

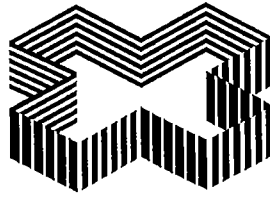
Dear Grant Selection Committee:

As longstanding project partners, the City of Centennial supports Dove Valley Metropolitan District's efforts to implement the East Fremont Avenue Trail. The City has committed \$186,000 towards the construction of the trail segment, and we encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working together to complete this important east-west connection.

Sincerely,

A handwritten signature in black ink that reads "Amy Wiedeman".

Amy Wiedeman
Fremont Trail Project Liaison
Planner II
Community and Economic Development



WOODSPEAR

P r o p e r t i e s

Re: East Fremont Avenue Trail Project

Date: March 29, 2023

Dear Open Space and Trails Advisory Board Members:

Woodspear Fox Run, LLC would like to voice its support for the Dove Valley Metropolitan District's effort to implement the Fremont Avenue Trail Project. This project will improve pedestrian safety and mobility in the area by constructing a continuous eight-foot-wide, off-street pedestrian/bike trail along the south side of East Fremont Avenue between S. Tucson Way and S. Jordan Road. Through future phases of the project, the ultimate goal for this trail is to act as a convenient east-west connection between the Lone Tree Creek Trail and the Cherry Creek Greenway Trail.

We enthusiastically support Dove Valley's efforts to implement this trail segment and encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working with the Dove Valley Metropolitan District, the City of Centennial, and Arapahoe County Open Spaces to bring this project to fruition.

Sincerely,

Woodspear Properties

Craig M. Lessard

Director of Acquisitions



PIONEER MATERIALS WEST

A GMS COMPANY

Re: East Fremont Avenue Trail Project

Dear Open Space and Trails Advisory Board Members:

Pioneer Materials West would like to voice its support for the Dove Valley Metropolitan District's effort to implement the Fremont Avenue Trail Project. This project will improve pedestrian safety and mobility in the area by constructing a continuous eight-foot-wide, off-street pedestrian/bike trail along the south side of East Fremont Avenue between S. Tucson Way and S. Jordan Road. Through future phases of the project, the ultimate goal for this trail is to act as a convenient east-west connection between the Lone Tree Creek Trail and the Cherry Creek Greenway Trail.

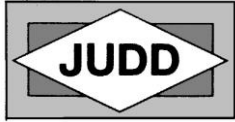
Provided our company does not incur any maintenance costs associated with the improvements contemplated by this project, we enthusiastically support Dove Valley's efforts to implement this trail segment and encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working with the Dove Valley Metropolitan District, the City of Centennial, and Arapahoe County Open Spaces to bring this project to fruition.

Sincerely,

Pioneer Materials West

7271 S Eagle St, Centennial, CO 80112
188 Gateway Cir, Berthoud, CO 80513
346 Brian Ave, Silverthorne, CO 80498
455 Lindbergh Dr, Gypsum, CO 81637

11111 E 53rd Ave Ste F, Denver, CO 80239
3156 Perkins Dr, Grand Junction, CO 81504
3022 Elk River Rd #2, Steamboat Springs CO 80487
1190 Colman Cir, Casper, WY 82601



JUDD PROPERTIES CORPORATION

2222 South Albion Street, Suite 100, Denver, Colorado 80222-4928

303-830-7211, Ken@JuddDenver.com

Property Management and Leasing

April 14, 2023

Re: East Fremont Avenue Trail Project

Dear Open Space and Trails Advisory Board Members:

As property managers for Fremont Business Center, 14510-14590 E Fremont Ave, we would like to voice our support for the Dove Valley Metropolitan District's effort to implement the Fremont Avenue Trail Project. This project will improve pedestrian safety and mobility in the area by constructing a continuous eight-foot-wide, off-street pedestrian/bike trail along the south side of East Fremont Avenue between S. Tucson Way and S. Jordan Road.

We support Dove Valley's efforts to implement this trail segment and encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working with the Dove Valley Metropolitan District, the City of Centennial, and Arapahoe County Open Spaces to bring this project to fruition.

Sincerely,
JUDD PROPERTIES CORPORATION

Kenneth Judd

Kenneth Judd
President

This Section is Not Applicable.
No known opposition to the project exists



Arapahoe County Open Spaces
6934 South Lima Street, Suite A
Centennial, CO 80112

April 14, 2023

Re: East Fremont Avenue Trail Project

Dear Grant Selection Committee:

As longstanding project partners, the City of Centennial supports Dove Valley Metropolitan District's efforts to implement the East Fremont Avenue Trail. The City has committed \$186,000 towards the construction of the trail segment, and we encourage the Arapahoe County Open Space and Trails Advisory Board to strongly consider this project for grant funding. We look forward to working together to complete this important east-west connection.

Sincerely,

A handwritten signature in black ink that reads "Amy Wiedeman". The signature is written in a cursive, flowing style.

Amy Wiedeman
Fremont Trail Project Liaison
Planner II
Community and Economic Development



Cherry Creek
Regional Trail

S. Jordan Rd.

Future Phase 2

S. Blackhawk St.

E. Fremont Ave.

S. Potomac St.

S. Tucson Way

**Proposed
Trail Corridor**

Lone Tree Creek

Google Earth

Image Landsat / Copernicus





Partial Trail Segment at Fox Run Condominiums



Partial Trail Segment ends at Windmill Creek

**Dead End Walk and Utility Conflicts
at EJJ Holdings Property**

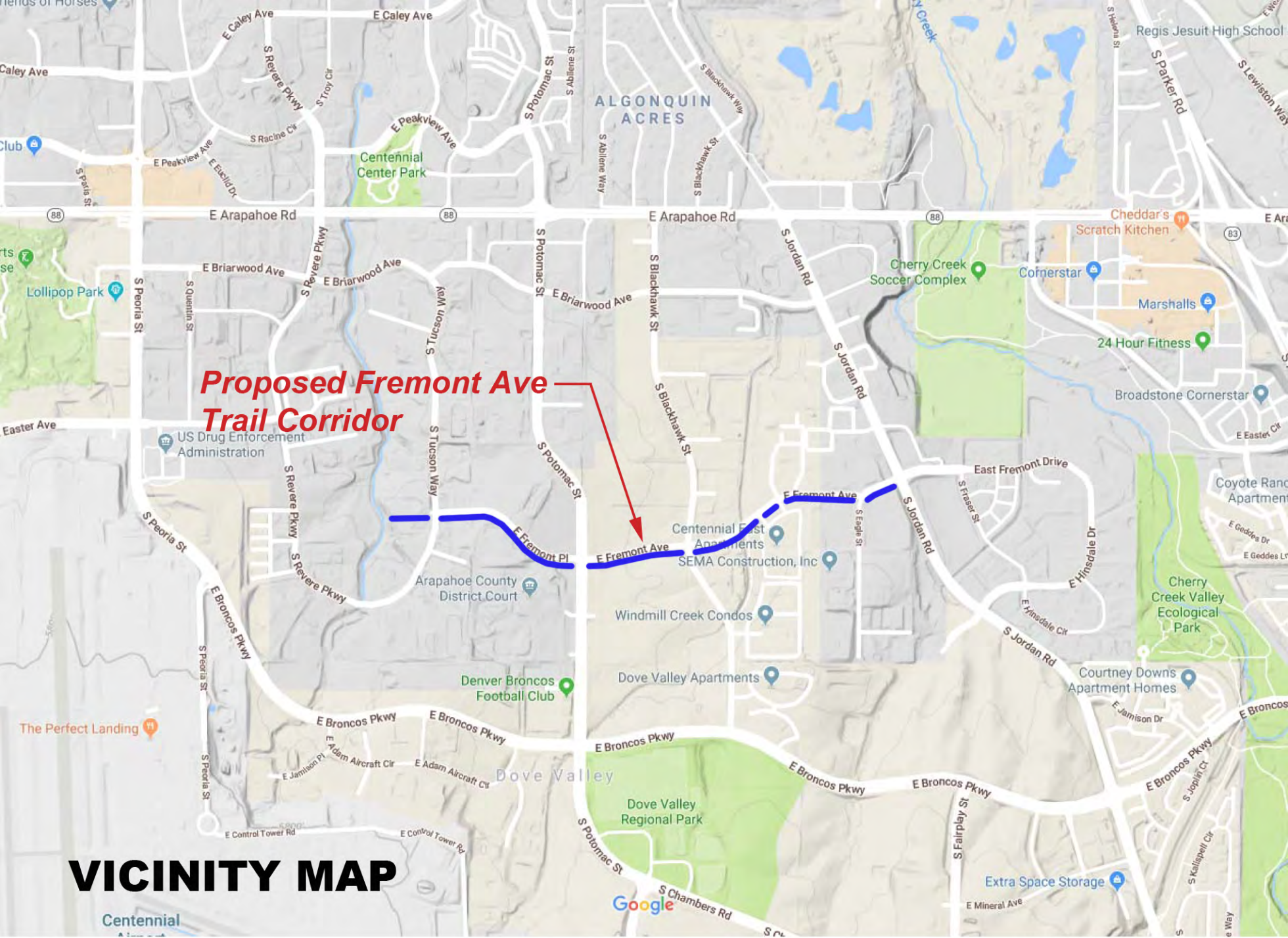




West of Eagle St. - Fremont Ave lacks curb, gutter, and storm sewer



Pedestrian Activity at Judicial Center Bus Stop



**Proposed Fremont Ave
Trail Corridor**

VICINITY MAP





Open Space Grants - Site Visit Form

Dove Valley Metropolitan District

Standard Grant

Applicant

East Fremont Avenue Trail Project

Grant Category

kevin@solaradesigns.net

Title of Grant Project

Kevin Crehan

(303) 477-2293

Site Visit Representative Name

Site Visit Representative Email and Cell Phone #
cell # will be used to contact you on site visit day if necessary (e.g., running late, weather complications, etc.)

1. Please provide the project address or the closest major intersection.

East Fremont Avenue and S. Blackhawk Street

2. Specify a meeting location at the project site.

Meet at parking lot located at 7191 S. Blackhawk St. (Northwest corner of East Fremont Avenue and S. Blackhawk Street)

3. Provide other helpful information, for example parking instructions, availability of restrooms on site or nearby, necessary walking from parking to site, or other clarification. *Driving directions from the ACOS office (6934 S. Lima St., Centennial) are not required, but may be included if the site is difficult to find.* **There is a new “Personal Warehouse” development at Northwest corner of East Fremont Avenue and S. Blackhawk Street. Entrances to the parking lot are available along either Fremont Avenue or Blackhawk Street. Please park as close to the corner of East Fremont Avenue and S. Blackhawk Street as possible. Restrooms are not available at this location.**

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
 (“**Agreement**”) is made and entered into this 2nd day of October, 2023, by and between **GYPSUM MANAGEMENT AND SUPPLY, INC.**, a Georgia corporation (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein by reference located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).

B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.

C. Grantee is constructing a public trail (the “**Project**”).

D. The Grantor desires to grant to the Grantee a temporary construction easement over, under, and across the Premises as are necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across that portion of the Premises shown on **Exhibit B** attached hereto and incorporated herein (the “**Easement Area**”) for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction and installation of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.

2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared by Manhard Consulting, LTD. as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are attached hereto as **Exhibit C**. Grantee’s use of the Easement Area shall not materially interfere with Grantor’s use of the Premises. In the event that the Project damages the driveway or any of Grantor’s access to the Premises, Grantee

shall repair and replace such driveway or access at its cost promptly after the completion of the construction of the Project.

3. Subadjacent and Lateral Support. During the term of this Agreement, without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Indemnification. To the extent permitted by law, Grantee hereby indemnifies and holds Grantor harmless from and against any and all claims, demands, actions, suits, debts, damages, costs, and expenses from third parties whatsoever, in law or equity, arising out of any personal injury or property damage which may occur as a result of the Project. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges, and immunities of Grantee pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as the same may be amended from time to time.

5. Certain Reserved Rights. The Grantor reserves the right to use the Premises, including the Easement Area, and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

6. Title; Inurement. The Grantor covenants that it owns the Premises in fee simple and has full legal right and lawful authority to make the grant herein contained. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns.

7. Termination. Grantee's rights hereunder shall automatically terminate without further action, demand or notice at 12:00 p.m. on October 31, 2024.

8. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys' fees and costs.

9. Section Headings. The section headings contained herein are included for reference purposes only.

10. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (FREMONT AVENUE TRAIL)]

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

Gypsum Management and Supply, Inc., a Georgia corporation

By: [Signature]
Its: Chief Financial Officer

STATE OF GEORGIA)
) ss.
COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 20th day of September 2023, by Scott Deakin as CFO of Gypsum Management and Supply, Inc.

Witness my hand and official seal.

[Signature: Gloria J Mueller]
Notary Public

My commission expires: 1/11/2027

[SEAL]



EXHIBIT A

(Premises)

Lot 2, Arapahoe Road Industrial Park Minor Subdivision, as per the plat thereof recorded, July 30, 2007 at Reception No. B7097281, County of Arapahoe, State of Colorado.

Being the same land as conveyed in deed recorded in Book 5164 page 119.

Also known by street and number as: 7271 South Eagle.

Assessor's schedule or parcel number: 2073-30-4-19-002.

EXHIBIT B

(Easement Area)



EXHIBIT B

PARCEL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF LOT 2, ARAPAHOE ROAD INDUSTRIAL PARK MINOR SUBDIVISION, RECORDED AT RECEPTION NO. B7097281 IN THE OFFICE OF ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 30, TOWNSHIP 5 SOUTH, RANGE 66 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF EAST FREMONT AVENUE IS ASSUMED TO BEAR NORTH 75°02'20" EAST AS MONUMENTED ON THE NORTH AND SOUTH END BY A 1.5" ALUMINUM CAP STAMPED "JR ENG, LS 13258" IN A RANGE BOX AS REFERENCED FROM ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 5 RECORDED AT RECEPTION NO. R2304663, WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE SOUTH CORNER OF SAID CENTER LINE OF EAST FREMONT AVENUE, THENCE NORTH 75°58'47" EAST, A DISTANCE OF 2,605.66 FEET TO THE NORTHWEST CORNER OF SAID LOT 2 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID LOT 2 THE FOLLOWING TWO (2) COURSES:

- 1) SOUTH 89°56'45" EAST, A DISTANCE OF 379.32 FEET TO A POINT OF NON-TANGENT CURVATURE;
- 2) ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 88°05'20", A RADIUS OF 20.69 FEET, AN ARC LENGTH OF 31.81 FEET, THE CHORD OF WHICH BEARS SOUTH 45°54'05" EAST, A DISTANCE OF 28.77 FEET;

THENCE NORTH 89°56'45" WEST, A DISTANCE OF 400.00 FEET TO THE WESTERLY BOUNDARY LINE OF SAID LOT 2;

THENCE ALONG SAID WESTERLY BOUNDARY NORTH 00°03'15" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**;

SAID PARCEL CONTAINS 7,908 SQUARE FEET OR 0.1815 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

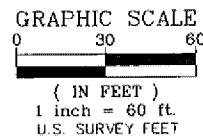
I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

JASON W. WINIECKI, P.L.S. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



Dwg Name: P:\Dynamics\08\New\Sur\Final Drawings\Exhibits\Sur\Trail Easements\Work Area\DWM ACC008-TEMP-CONS14.dwg Updated By: RPorter 8/21/2023 8:58 AM

EXHIBIT B



EAST FREMONT PLACE
(60' PUBLIC R.O.W.)
REC. NO. B7097281

POINT OF BEGINNING S89°56'45"E 379.32'

N00°03'15"E 20.00'

N89°56'45"W 400.00'

PARCEL
7,908 S.F. (0.1816 AC.)

LOT 2
ARAPAHOE ROAD
INDUSTRIAL PARK MINOR
SUBDIVISION
RECEPTION NO. B7097281

SOUTH EAGLE STREET
(60' PUBLIC R.O.W.)
REC. NO. B7097281

N75°58'47"E
2605.66' (TIE)

FOUND 1.5" ALUMINUM CAP
STAMPED "JR ENG, LS 13258"
IN A RANGE BOX

(BASIS OF BEARINGS)
N75°02'20"E 337.84'

EAST FREMONT AVENUE
(60' WIDE PUBLIC R.O.W.)
RECEPTION NO. 2304663

POINT OF COMMENCEMENT
FOUND 1.5" ALUMINUM CAP
STAMPED "JR ENG, LS 13258"
IN A RANGE BOX



FOR AND ON BEHALF OF
MANHARD CONSULTING

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	88°05'20"	20.69'	31.81'	S45°54'05"E	28.77'

NOTE:
1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

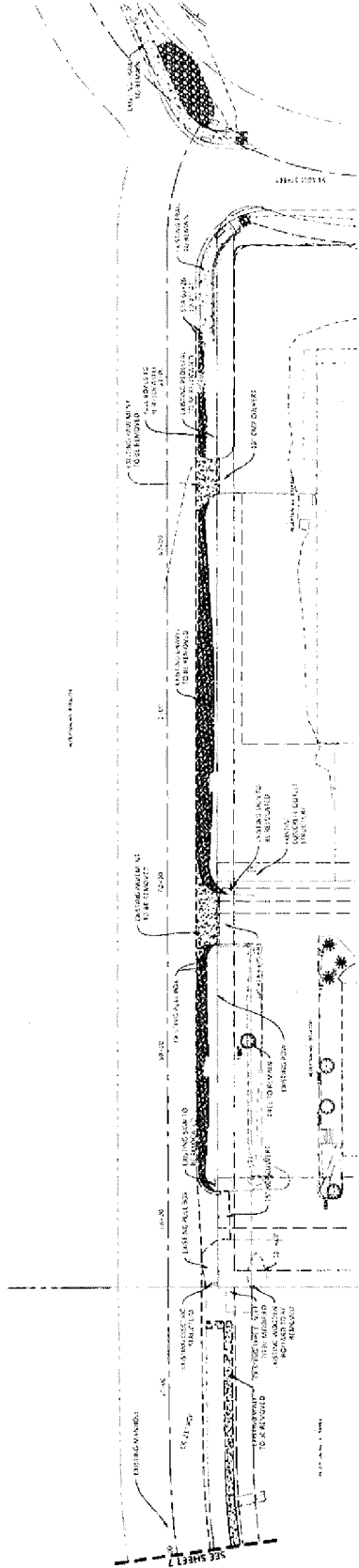
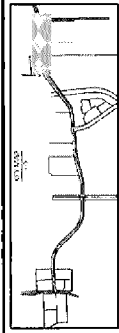
7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph.303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

PART OF LOT 2, ARAPAHOE ROAD
INDUSTRIAL PARK MINOR SUBDIVISION
CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO

PROJ. MGR.: JWW	SHEET
DRAWN BY: RRP	2 OF 2
DATE: 08/21/23	DWM.ACC008.00
SCALE: 1" = 60'	

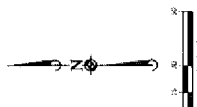
EXHIBIT C

(Plans and Specifications)



FREMONT AVENUE TRAIL CONSTRUCTION
CITY OF CENTENNIAL, COLORADO
EXISTING CONDITIONS AND DEMOLITION PLAN

8 of 20
SHEET
DATE: 08/11/2011
PROJECT: 11-10000-0000



- STATIONING NOTES:**
1. STATIONING IS MEASURED FROM THE WEST END OF THE TRAIL TO THE EAST END OF THE TRAIL.
 2. THE STATIONING IS MEASURED FROM THE WEST END OF THE TRAIL TO THE EAST END OF THE TRAIL.
- DEMOLITION NOTES:**
1. ALL EXISTING STRUCTURES TO BE DEMOLISHED ARE SHOWN WITH A HATCHED PATTERN.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CENTENNIAL AND THE COLORADO DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE.

LEGEND

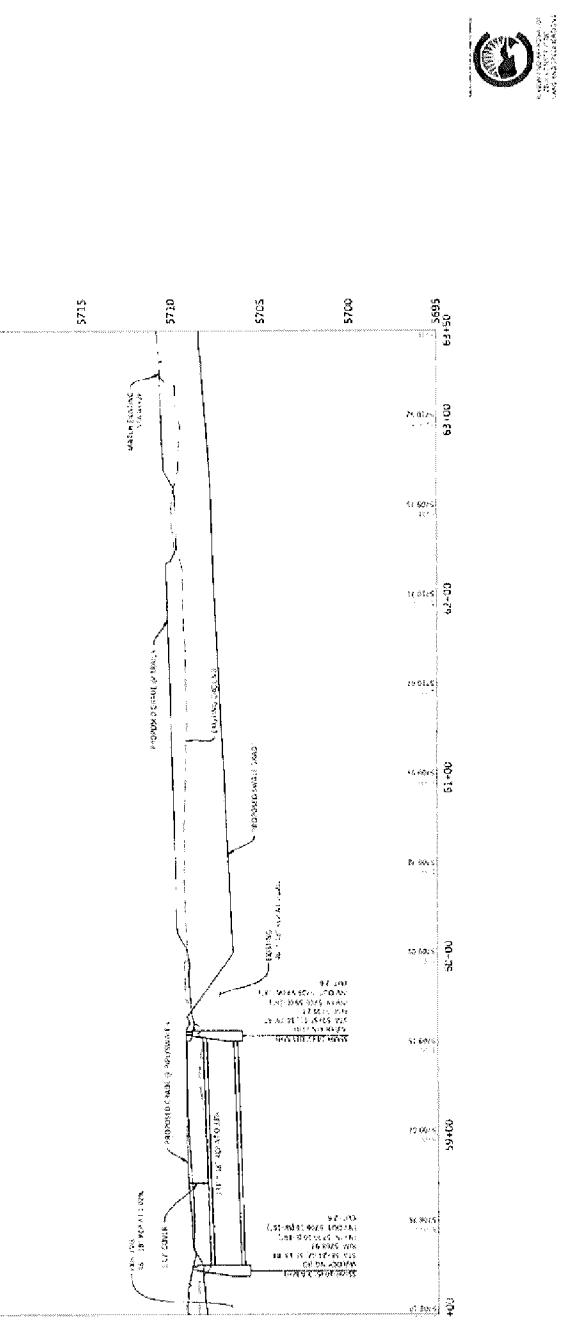
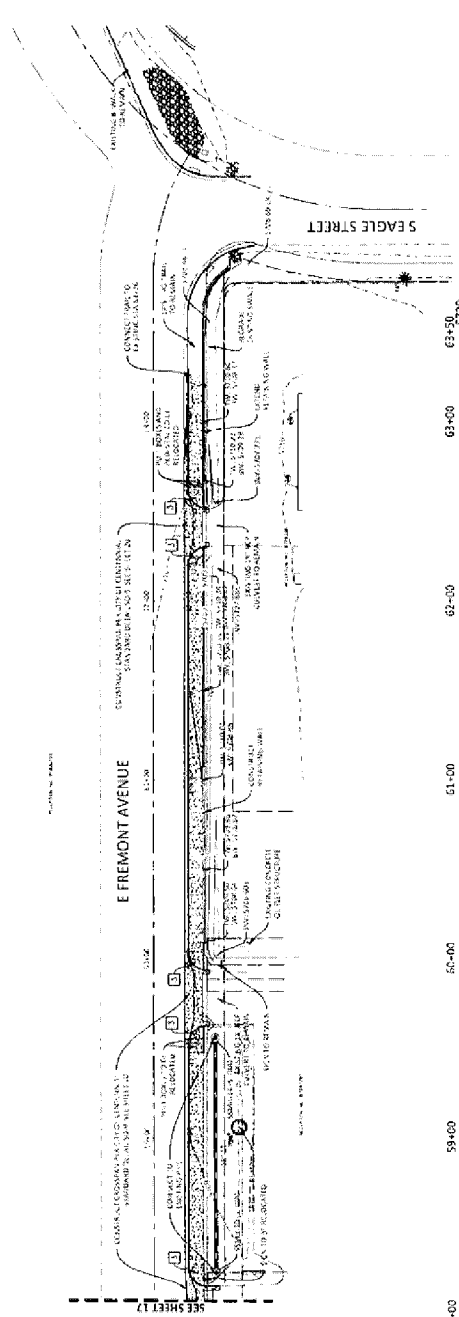
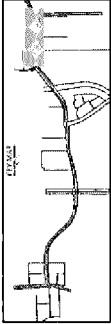
	EXISTING STRUCTURES TO BE DEMOLISHED
	EXISTING EASEMENTS
	EXISTING PROPERTY LINES
	EXISTING UTILITY LINES
	EXISTING CONCRETE FOUNDATIONS
	EXISTING BRICK FOUNDATIONS
	EXISTING BLOCK FOUNDATIONS
	EXISTING CMU FOUNDATIONS
	EXISTING CONCRETE SLABS
	EXISTING BRICK WALLS
	EXISTING BLOCK WALLS
	EXISTING CMU WALLS
	EXISTING CONCRETE FOUNDATIONS
	EXISTING BRICK FOUNDATIONS
	EXISTING BLOCK FOUNDATIONS
	EXISTING CMU FOUNDATIONS



Manhard
CONSULTING ENGINEERS

CITY OF CENTENNIAL, COLORADO
FREMONT AVENUE TRAIL CONSTRUCTION
PLAN AND PROFILE

DATE: 03/20/2014
PROJECT: 14-0000-0000-0000-0000
SHEET: 18 of 20
DRAWN BY: [Name]
CHECKED BY: [Name]



STATIONING NOTES:

1. STATIONING IS FROM THE CENTERLINE OF THE AVENUE.
2. STATIONING IS FROM THE CENTERLINE OF THE AVENUE.
3. STATIONING IS FROM THE CENTERLINE OF THE AVENUE.

GRADING NOTES:

1. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
2. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
3. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
4. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
5. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
6. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
7. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
8. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
9. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
10. ALL GRADING SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.

CLUB RAMP NOTES:

1. CLUB RAMP SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
2. CLUB RAMP SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.
3. CLUB RAMP SHALL BE IN ACCORDANCE WITH THE CITY OF CENTENNIAL SPECIFICATIONS.



Know what's below.
Call before you dig.
811

REVISIONS: [Table with 2 columns: No., Description]

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (“**Agreement**”) is made and entered into this ____ day of _____, 20____, by and between **FOODWORKS, INC.**, a Colorado corporation (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein by reference located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).
- B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.
- C. Grantee is constructing a public trail (the “**Project**”).
- D. The Grantor desires to grant to the Grantee a temporary construction easement over, under, and across the Premises as are necessary to complete the Project, subject to the terms and conditions set forth herein.
- E. Grantee understands that Grantor shares ownership of the parking field contiguous to the Premises with the owner of the property commonly described as 7268 S. Tucson Way, Centennial, Colorado 80112 (“**Adjacent Owner**”) and that Grantor and Adjacent Owner share ownership of the parking field contiguous to the Premises and Adjacent Owner’s property.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across the Premises for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction, installation and maintenance of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.

2. Plans and Specifications. Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared by Manhard Consulting, LTD. as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Subadjacent and Lateral Support. During the term of this Agreement, without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Additional Protections

a. Notwithstanding anything herein the contrary, Grantee will not disrupt Grantor’s business operations during construction. By way of example and not limitation, Grantee will not block ingress/egress to or from the Premises or the front door of the building located on the Premises, allow commercially unreasonable construction noise, or use any parking spaces belonging to Grantor.

b. To the extent permitted by law, Grantee will also indemnify, protect, defend and hold Grantor and Grantor’s officers, directors, shareholders, employees, agents, and invitees, harmless from any claim, cause of action, damage, award, judgment, insurance claim, or any other action, loss or cost, (“**Claim**”) arising from Grantee’s performance or failure to perform under this Agreement. Included by way of example and not limitation, Grantee will ensure that the Easement described herein will not interfere with any other recorded easements, rights-of-way or other use of the Premises by other parties of record, or if it does interfere than will obtain permission of such party. The indemnification offered in this subparagraph will cover any Claim arising from interference with the same. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges, and immunities of Grantee pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as the same may be amended from time to time.

c. Grantee will ensure that the Premises remain free of any mechanics, materials, contractor, subcontractor, or other liens that may be available to third parties during or after the completion of construction under the laws of the state of Colorado. Grantee will provide Grantor final lien releases from all such persons using a commercially reasonable form of the same generally used by contractors in Denver, Colorado.

d. During the term of this Agreement, Grantee, or Grantee’s contractors, shall maintain worker’s compensation insurance in the amounts required by Colorado law, contractor errors and omissions insurance, commercial liability insurance insuring against bodily injury, personal injury, property damage, and data loss, and commercial vehicle insurance. All such insurance (with the exception of the worker’s compensation insurance policy) will name Grantor and its officers, directors, and employees as “additional insureds” with the broadest form of coverage allowed for additional insureds. Grantee will provide evidence of the above insurance policies to Grantor, including proof of the additional-insureds endorsement prior to beginning work, and work will not begin

until such insurance is delivered and approved by Grantor, which approval will not be unreasonably withheld.

5. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

6. Title; Inurement. The Grantor covenants that it owns the Premises in fee simple and has full legal right and lawful authority to make the grant herein contained and further covenants that subject to the below, it will warrant and defend the Easement in the quiet and peaceable possession of the Grantee and its successors and assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns. Notwithstanding the foregoing, the parties understand that the Premises may be subject to pre-existing easements, rights-of-way or other burdens of record that may affect the Easement described here. Grantee and not Grantor is responsible for protecting such easements rights-of-way and burdens of record and obtaining such permissions as may be necessary for the same. Grantee's failure to do so will trigger the indemnification provisions described above.

7. Termination. Grantee's rights hereunder shall automatically terminate without further action, demand or notice at 12:00 p.m. on October 31, 2024.

8. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys' fees and costs.

9. Section Headings. The section headings contained herein are included for reference purposes only.

10. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

11. Survival. Any term, covenant, or condition of this Agreement that must survive the expiration or earlier termination of this Agreement to remain enforceable will survive and will continue to be the obligations of the Parties.

12. Recording. The Easement granted here will, to the extent applicable, run with the land and will be binding upon the heirs, executors, administrators, successors, and assigns of the Grantor and of the Grantee. It will be recorded of record with the Clerk and Recorder of Arapahoe County, Colorado.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

FOODWORKS, INC., a Colorado corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of FOODWORKS, INC.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

**[SIGNATURE PAGE 2 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

Grantee:

**DOVE VALLEY METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Greg Armstrong as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

EXHIBIT A

(Premises)

EXHIBIT A

EASEMENT DESCRIPTION

THAT PORTION OF LOT 1A, BLOCK 4, AN ADMINISTRATIVE REPLAT OF LOT 1, BLOCK 4, ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 2, RECORDED AT RECEPTION NO. 91-38660 IN THE OFFICE OF ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: BEARINGS ARE BASED ON THE ASSUMPTION THAT THE LINE BETWEEN FOUND MONUMENTS ON THE CENTERLINE OF EAST FREMONT AVENUE BEARS SOUTH 81°43'11" EAST 903.08 FEET. THE WEST END OF SAID LINE IS THE INTERSECTION OF SOUTH TUCSON WAY AND EAST FREMONT PLACE AND IS MONUMENTED BY A 3.25" ALUMINUM CAP STAMPED "KNA, LS 19003" IN A MONUMENT BOX. THE EAST END OF SAID LINE IS MONUMENTED BY A FOUND 3.25" ALUMINIUM CAP STAMPED "KNA, LS 19003" IN A MONUMENT BOX AND IS A CENTERLINE MONUMENT, APPROXIMATELY 317 FEET NORTHWEST OF THE NORTHEAST CORNER OF LOT 1, BLOCK 1, ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 5 RECORDED AS RECEPTION NUMBER 2304663.

COMMENCING AT THE INTERSECTION OF THE CENTERLINES OF SOUTH TUSCAN WAY AND EAST FREMONT PLACE AS SHOWN ON SAID FILING 2; THENCE NORTH 87°05'48" EAST 224.76 FEET ALONG THE CENTERLINE OF SAID EAST FREMONT AVENUE; THENCE SOUTH 02°54'12" EAST 30.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 1A, BLOCK 4, AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°17'29" WEST 10.02 FEET ALONG THE EASTERLY LINE OF LOT 1A;

THENCE SOUTH 87°05'48" WEST 193.46 FEET TO THE EASTERLY RIGHT OF WAY OF SOUTH TUCSON WAY AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 15.00 FEET;

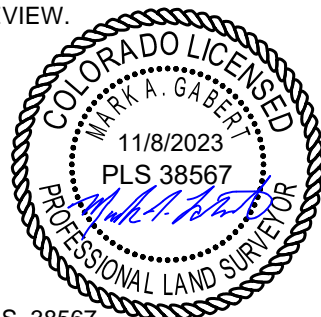
THENCE ALONG SAID EASTERLY RIGHT OF WAY AND THE SOUTHERLY RIGHT OF WAY OF EAST FREMONT PLACE THE FOLLOWING TWO (2) COURSES:

- 1) THENCE 18.46 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°31'44", HAVING A CHORD OF WHICH BEARS NORTH 51°49'56" EAST, AND A CHORD DISTANCE OF 17.32 FEET;
- 2) THENCE NORTH 87°05'48" EAST 179.88 FEET ALONG THE SOUTHERLY RIGHT OF WAY OF SAID EAST FREMONT PLACE TO THE **POINT OF BEGINNING**.

CONTAINING A CALCULATED AREA OF 1,899 SQUARE FEET OR 0.0436 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

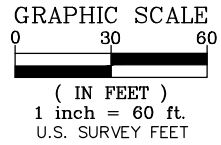
I, MARK A. GABERT, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND REVIEW.



MARK A. GABERT, P.L.S. 38567
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500

Dwg Name: P:\Dvmacco08\dwg\Surv\Final Drawings\Exhibits\Surv\Trail Easements\SIGNED\DVM.ACCO08-TEMP-CONST1-S2.dwg Updated By: MWood
11/8/2023 9:47 AM

EXHIBIT A



POINT OF COMMENCEMENT
FOUND 3.25" ALUMINUM CAP
STAMPED "KNA, LS 19003"
IN MONUMENT BOX

EAST FREMONT PLACE
(60' WIDE PUBLIC R.O.W.)
RECEPTION NO. 2304663

N87°31'07"E (R1)
N87°05'48"E 505.83'

N87°05'48"E 224.76'
S02°54'12"E 30.00'
N87°05'48"E 179.88'

POINT OF BEGINNING
NORTHEAST CORNER OF
LOT 1A, BLOCK 4

SOUTH TUCSON WAY
(60' R.O.W.)

S87°05'48"W 193.46'
S00°17'29"W 10.02'

AREA
1,899 S.F. (0.0436 AC.)

LOT 1A, BLOCK 4
ADMINISTRATIVE REPLAT OF LOT 1,
BLOCK 4, ARAPAHOE AIRPORT CENTER
JOINT VENTURE FILING NO. 2
RECEPTION NO. 91-38660

S81°43'11"E 903.08'
(BASIS OF BEARINGS)

LOT 2, BLOCK 4
ARAPAHOE AIRPORT CENTER
JOINT VENTURE FILING NO. 2
RECEPTION NO. R2061277

FOUND 3.25" ALUMINUM CAP
STAMPED "KNA, LS 19003"
IN MONUMENT BOX

LOT 2, BLOCK 4
ARAPAHOE AIRPORT CENTER
JOINT VENTURE FILING NO. 2
RECEPTION NO. R2061277



FOR AND ON BEHALF OF
MANHARD CONSULTING

NOTE:
1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	70°31'44"	15.00'	18.46'	N51°49'56"E	17.32'
C2	49°28'53"	500.00'	431.81'	S68°09'45"E	418.51'



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

PART OF LOT 1A, BLOCK 4, ARAPAHOE AIRPORT
CENTER JOINT VENTURE FILING NO. 2
CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO

PROJ. MGR.: MAG
DRAWN BY: MKW
DATE: 11/08/23
SCALE: 1" = 60'

SHEET
2 OF 2
DVM.ACCO08.00

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between **CENTENNIAL EAST APARTMENTS LIMITED PARTNERSHIP**, an Ohio limited partnership (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein by reference located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).
- B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.
- C. Grantee is constructing a public trail (the “**Project**”).
- D. The Grantor desires to grant to the Grantee a temporary construction easement over, under, and across the Premises as are necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across that portion of the Premises as legally described and depicted on **Exhibit B** attached hereto and incorporated herein (the “**Easement Area**”) for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction, installation and maintenance of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.
- 2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared

by Manhard Consulting, LTD. as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Subadjacent and Lateral Support. During the term of this Agreement, without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

5. Title; Inurement. The Grantor covenants that it owns the Premises in fee simple and has full legal right and lawful authority to make the grant herein contained and further covenants that it will warrant and defend the Easement in the quiet and peaceable possession of the Grantee and its successors and assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns.

6. Termination. Grantee’s rights hereunder shall automatically terminate without further action, demand or notice at 12:00 p.m. on October 31, 2024.

7. Attorneys’ Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys’ fees and costs.

8. Section Headings. The section headings contained herein are included for reference purposes only.

9. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

**CENTENNIAL EAST APARTMENTS
LIMITED PARTNERSHIP**, an Ohio limited
partnership

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Centennial East Apartments Limited Partnership.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

**[SIGNATURE PAGE 2 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

Grantee:

**DOVE VALLEY METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Greg Armstrong as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

EXHIBIT A

(Premises)

Lot 2, Centennial East Corporate Center, Filing No. 4 Correction Plat, recorded on September 18, 2001 at Reception No. B1158483, County of Arapahoe, State of Colorado.

EXHIBIT B

(Easement Area)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 2023, by and between **BRISBEN CENTENNIAL EAST II APARTMENTS LIMITED PARTNERSHIP**, an Ohio limited partnership (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein by reference located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).
- B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.
- C. Grantee is constructing a public trail (the “**Project**”).
- D. The Grantor desires to grant to the Grantee a temporary construction easement over, under, and across the Premises as are necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across that portion of the Premises as legally described and depicted on **Exhibit B** attached hereto and incorporated herein (the “**Easement Area**”) for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction, installation and maintenance of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.

2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared

by Manhard Consulting, LTD. as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Subadjacent and Lateral Support. During the term of this Agreement, without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

5. Title; Inurement. The Grantor covenants that it owns the Premises in fee simple and has full legal right and lawful authority to make the grant herein contained and further covenants that it will warrant and defend the Easement in the quiet and peaceable possession of the Grantee and its successors and assigns. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns.

6. Termination. Grantee’s rights hereunder shall automatically terminate without further action, demand or notice at 12:00 p.m. on October 31, 2024.

7. Attorneys’ Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys’ fees and costs.

8. Section Headings. The section headings contained herein are included for reference purposes only.

9. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

**BRISBEN CENTENNIAL EAST II
APARTMENTS LIMITED
PARTNERSHIP**, an Ohio limited partnership

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of Brisben Centennial East II Apartments Limited Partnership.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

EXHIBIT A

(Premises)

Lot 1, Centennial East Corporate Center, Filing No. 4 Correction Plat, recorded on September 18, 2001 at Reception No. B1158483, County of Arapahoe, State of Colorado.

EXHIBIT B

(Easement Area)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 20____, by and between the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE**, a political subdivision of the State of Colorado (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).

B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.

C. Grantee is constructing a public trail (the “**Project**”) on Grantor’s property.

D. Grantee has requested a temporary construction easement from Grantor over, under, and across the Premises as necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

1. **Grant.** For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across the Premises for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction and installation of the Project, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, removal and replacement of fences, utility installation, surface grading and regrading, and the transport, stockpiling and storage of construction materials, equipment and vehicles.

2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared by Manhard Consulting, LTD, as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Subjacent and Lateral Support. Without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

4. Restoration. Upon completion of its activities, the Grantee, at its sole expense and to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Project.

5. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Premises by the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

6. Termination. Grantee's rights hereunder shall automatically terminate upon final completion of the work shown in the Plans and Specifications or without further action, demand or notice at 12:00 p.m. on October 31, 2024, whichever occurs first in time.

7. Section Headings. The section headings contained herein are included for reference purposes only.

8. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

9. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

**BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE, a
political subdivision of the State of Colorado**

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of the Board of County Commissioners of the County of Arapahoe.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

**[SIGNATURE PAGE 2 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

Grantee:

**DOVE VALLEY METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Greg Armstrong as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

EXHIBIT A

(Premises)

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT
(FREMONT AVENUE TRAIL)**

THIS **TEMPORARY CONSTRUCTION EASEMENT AGREEMENT** (“**Agreement**”) is made and entered into this ____ day of _____, 20____, by and between **WOODSPEAR FOX RUN, LLC**, a Colorado limited liability company (the “**Grantor**”), and **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Grantee**”).

RECITALS

- A. Grantor is the owner of certain real property described on **Exhibit A** attached hereto and incorporated herein by reference located in the City of Centennial, County of Arapahoe, Colorado (the “**Premises**”).
- B. Grantee serves real property located adjacent to the Premises, and Grantee’s service plan authorizes Grantee the right to provide street, safety, traffic and other improvements necessary to service those inhabitants located within its boundaries.
- C. Grantee is constructing a public trail (the “**Project**”).
- D. The Grantor desires to grant to the Grantee a temporary construction easement over, under, and across the Premises as are necessary to complete the Project, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing and the mutual covenants hereinafter set forth, the parties agree as follows:

- 1. **Grant.** For and in consideration of the District constructing certain concrete work adjacent to the public trail on behalf of the Grantor as described and depicted in **Exhibit B** attached hereto and incorporated herein (the “**Concrete Work**”) and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Grantor hereby grants, bargains, sells and conveys to the Grantee, its contractors, subcontractors, successors and assigns, a temporary non-exclusive easement (the “**Easement**”) in, to, through, over, under and across the Premises for (i) vehicular and pedestrian ingress and egress, including construction vehicles; and (ii) to do all things reasonably necessary regarding the construction, installation and maintenance of the Project and the construction and installation of the Concrete Work, including, but not limited to, roadway and streetscape construction, landscaping removal, relocation and installation, utility installation, surface grading and regrading, and the transport of construction materials, equipment and vehicles.
- 2. **Plans and Specifications.** Grantee expressly agrees that all work to be performed hereunder shall be in substantial compliance with those certain plans and specifications prepared

by Manhard Consulting, LTD. as approved by the City of Centennial, Colorado (the “**Plans and Specifications**”). The Plans and Specifications are available to Grantor at its request.

3. Grantee Conditions. Grantee agrees to each of the following covenants:

(a) All work performed by Grantee, its contractors, and its subcontractors with this Easement shall be done with reasonable care.

(b) To the extent permitted by law, Grantee shall indemnify, hold harmless and protect each Grantor, its members, officers, directors, employees, lessees, licensees, and agents from damage to the Grantor’s property, death, or personal injury that result from or arise out of the negligence or willful misconduct of Grantee, its employees, agents, contractors, subcontractors, assigns, lessees, licensees, and agents (collectively with Grantee, the “**Grantee’s Responsible Parties**”). Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges, and immunities of Grantee pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as the same may be amended from time to time. Grantee shall clean, cure, repair and correct any such damage cause by Grantee’s Responsible Parties to any elements of the Grantor’s property, including any utilities, structures or other improvements.

(c) Grantee’s Responsible Parties shall enter onto the Premises and utilize the Easement at their own risk, and they further ASSUME ALL RISKS related to the same.

(d) Grantee shall comply with all applicable federal, state and local laws, rules and ordinances in connection with its use of the Premises and the performance of the activities pertaining to the Easement, and shall obtain all permits and approvals required by applicable governmental and quasi-governmental entities in connection with the activities pertaining to the Easement as permitted hereunder.

(e) During the term of this Agreement, Grantee shall obtain, keep in force and maintain and cause each of its contractors to obtain, keep in force and maintain, at no cost to Grantor, the following insurance insuring Grantor as an additional insured as their interests may appear on a primary and non-contributory basis and Grantee against liability arising out of this Agreement: Commercial General Liability (“**CGL**”) insurance including premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) in an amount of not less than One Million and No/00 Dollars (\$1,000,000.00) per occurrence and Two Million and No/00 Dollars (\$2,000,000.00) in the aggregate and if such CGL insurance contains a general aggregate limit, it shall apply separately to this project or location. If applicable, Grantee shall maintain and cause its contractors to maintain Workers’ Compensation insurance in conformity with applicable state law. Grantee and its contractors will be responsible for insurance coverage on their equipment, tools, supplies and any other materials which they may use in the course of the activities pertaining to the Easement on the Premises.

(f) Prior to the termination of the Easement according to the terms of this Agreement, Grantee shall, at its sole expense and in accordance with commercially reasonable

standards, restore the Grantor's Premises to substantially the same condition that existed prior to the commencement of the Easement. Notwithstanding the foregoing, the improvements to be made to Grantor's property by Grantee shall not be deemed to require restoration to their original condition.

4. Subadjacent and Lateral Support. During the term of this Agreement, without the prior written consent of Grantor, Grantee shall not take any action that would impair the lateral or subjacent support for any improvements located on or about the Premises.

5. Certain Reserved Rights. The Grantor reserves the right to use the Premises and to grant further easement interests in the Premises to other grantees so long as such interests and uses do not materially or unreasonably interfere with the use of the Grantee, its contractors, subcontractors, successors and assigns, as permitted herein.

6. Title; Inurement. The Grantor covenants that it owns the Premises in fee simple and has full legal right and lawful authority to make the grant herein contained. Each and every one of the benefits and burdens of this Agreement shall inure to and be binding upon the parties, their respective legal representatives, heirs, administrators, successors and assigns.

7. Lender's Fee. Grantee acknowledges and agrees to pay Grantor's lender a fee of Three Thousand Five Hundred Dollars (\$3,500) relative to the lender's review and approval of the Agreement and any other easements associated with the Project.

8. Termination. Grantee's rights hereunder shall automatically terminate without further action, demand or notice upon the earlier of: (a) 6:00 p.m. on the date of completion of the Project activities for which the Easement upon the Premises is being obtained by Grantee or (b) at _____ p.m. on _____, 202____, and Grantee shall immediately surrender the Premises to Grantor.

9. Attorneys' Fees. In the event any party seeks to enforce its rights hereunder through litigation, arbitration or another legal proceeding, the court or panel shall award to the prevailing party as part of its judgment or award its reasonable attorneys' fees and costs.

10. Section Headings. The section headings contained herein are included for reference purposes only.

11. Governing Law. The terms, covenants and provisions hereof shall be governed by and construed under the applicable laws of the State of Colorado.

12. Counterparts; Facsimile and PDF Signatures. This Agreement may be executed in any number of counterparts and all counterparts shall be deemed to constitute a single agreement. The execution of one counterpart by any party shall have the same force and effect as if that party had signed all other counterparts. The signatures to this Agreement may be executed on separate pages and when attached to this Agreement shall constitute one complete document. A facsimile or portable document format (PDF) signature on this Agreement shall be equivalent to, and have the same force and effect as, an original signature.

[SIGNATURE PAGES FOLLOW]

**[SIGNATURE PAGE 1 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

IN WITNESS WHEREOF, the Grantor and the Grantee have executed this Agreement as of the date first set forth above.

Grantor:

WOODSPEAR FOX RUN, LLC, a Colorado limited liability company

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ as _____ of _____.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

**[SIGNATURE PAGE 2 OF 2 TO TEMPORARY CONSTRUCTION EASEMENT
AGREEMENT (FREMONT AVENUE TRAIL)]**

Grantee:

**DOVE VALLEY METROPOLITAN
DISTRICT**, a quasi-municipal corporation and
political subdivision of the State of Colorado

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by Greg Armstrong as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

Notary Public

My commission expires: _____

[S E A L]

EXHIBIT A

(Premises)

**PUBLIC USE EASEMENT AGREEMENT
FREMONT AVENUE TRAIL**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, **SOUTHEAST METRO STORMWATER AUTHORITY**, a Political Subdivision of the State of Colorado, whose legal address is 7437 South Fairplay St., Centennial, CO 80112 (the “**Grantor**”), hereby grants, bargains, sells and conveys to the **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the “**Grantee**”), its successors and permitted assigns, a perpetual non-exclusive easement (the “**Easement**”) to construct and maintain a public trail, associated slopes, cuts, fills, erosion control devices, and vegetative cover; to construct or reconstruct, install, operate, use, maintain, repair, replace and/or remove certain utilities, including but not limited to, gas, electric, irrigation, underground telephone lines, street lights, and appurtenances thereto, and certain public signage (collectively the “**Improvements**”); and for the purpose of maintenance, including but not limited to, snow removal and/or storage, trash removal, and periodic mowing, in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Premises**”), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.

2. The Grantor shall not construct or place any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or plant any shrub, tree, woody plant, nursery stock, garden or other landscaping design feature on any part of the Premises, except with the prior consent of the Grantee. Any structure or building, street light, power pole, yard light, mail box or sign, whether temporary or permanent, or shrub, tree, woody plant, nursery stock, garden or other landscaping design feature of any kind situated on the Premises as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom. Grantee shall not unreasonably deny Grantor permission to construct and maintain improvements necessary to the successful development of the adjacent property.

3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.

4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements, and to remove objects interfering therewith, including but not limited to these items placed on the Premises under paragraph 2 hereof. In addition, the Grantee shall have the right, subject to the Grantor's prior written approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required.

5. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

6. It is expressly acknowledged and agreed that the Grantee shall have the right and authority to assign to any appropriate local governmental entity or to any public utility provider all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein. In addition, within the limits of the subject Easement, the Grantee shall have the right and authority to grant temporary construction easements or license agreements to any appropriate local governmental entity or public utility provider for purposes authorized herein with respect to the Improvements.

7. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 6 hereof, such Easement shall terminate, and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

8. The Grantee shall, to the extent permitted by law, defend, indemnify and hold the Grantor harmless from any and all claims regarding Grantee's and the public's use of the Easement. Nothing set forth herein shall waive or be construed as a waiver of the rights, privileges, and immunities of Grantee pursuant to the Colorado Governmental Immunity Act, Section 24-10-101, et. seq., C.R.S., as the same may be amended from time to time.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the Grantee.

10. No Third Party Beneficiaries. Nothing in this Agreement shall, be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.

11. Severability. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be full force and effect.

12. Extent of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representatives, or agreements, either written or oral.

13. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

14. Attorney Fees. In the event of litigation between the parties hereto to enforce the terms of this Agreement, the prevailing party in such litigation shall be entitled to an award of its reasonable costs and expenses, including reasonable attorney fees and expert witness fees, from the opposing party.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO PUBLIC USE EASEMENT AGREEMENT FREMONT AVENUE TRAIL]

GRANTEE:

DOVE VALLEY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Greg Armstrong, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Greg Armstrong, as President of the Dove Valley Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

(Premises)

The first fifteen (15) feet from the north property line of Tract C, Centennial East Corporate Center Filing No. 2, County of Arapahoe, State of Colorado.

**EASEMENT AGREEMENT
FREMONT AVENUE TRAIL**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the **BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF ARAPAHOE**, a political subdivision of the State of Colorado, whose legal address is 5334 South Prince Street, Littleton, Colorado 80120 (the “**Grantor**”), hereby grants, bargains, sells and conveys to the **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, whose address is 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228 (the “**Grantee**”), its successors and permitted assigns, a perpetual non-exclusive easement (the “**Easement**”) to construct and maintain a public trail, associated slopes, cuts, fills, erosion control devices, and vegetative cover, and certain public signage (collectively the “**Improvements**”); and for the purpose of maintenance, including but not limited to, snow removal and/or storage, trash removal, and periodic mowing, in, to, through, over, under and across a certain parcel of real property located in Arapahoe County, Colorado, as more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Premises**”), pursuant to the following terms and conditions:

1. The Grantee, its agents, successors and permitted assigns, shall have and exercise the right of ingress and egress in, to, through, over, under and across the Premises for any purpose necessary for the construction, reconstruction, installation, operation, use, maintenance, repair, replacement and/or removal of the Improvements.
2. The Grantor shall not construct or place any structure or building, whether temporary or permanent, on any part of the Premises, except with the prior consent of the Grantee. Any structure or building situated on the Premises as of the date of this Easement or subsequently placed thereon may, except where the Grantee has consented thereto, be removed by the Grantee without liability for damages arising therefrom. Grantee shall not unreasonably deny Grantor permission to construct and maintain improvements necessary to the successful development of the adjacent property.
3. Upon completion of its activities, the Grantee, to the extent practicable, shall restore the Premises, including the surface of the ground and all landscaping, reasonably to the condition it was in immediately prior to the initiation of construction, except as necessarily modified to accommodate the Improvements.
4. The Grantee shall have the right to enter upon the Premises and to survey, construct, reconstruct, operate, use, maintain, repair, replace, and remove the Improvements. In addition, the Grantee shall have the right, subject to the Grantor’s prior written approval, to use so much of the adjoining premises of the Grantor during surveying, construction, reconstruction, use, maintenance, repair, replacement and/or removal of the Improvements as may be reasonably required. If Grantor’s adjacent property sustains any damage as a result of Grantee’s use, Grantee shall restore the adjacent property to its preexisting condition at Grantee’s sole expense.

5. At Grantee's sole expense, Grantee will be responsible for all trail maintenance and repair and replacement of any trail sections that become damaged over time, unless otherwise agreed between the parties.

6. The Grantee shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or desirable for the operation and maintenance of the Improvements. It is specifically agreed between and among the parties that, except as provided in this Agreement, the Grantor shall not take any action which would impair the lateral or subjacent support for the Improvements.

7. Grantee may, subject to written approval by the Grantor, assign to any appropriate local governmental entity all rights to use, and all obligations associated with, the Easement as are granted to and assumed by the Grantee herein.

8. The Grantee agrees that at such time and in the event that the Easement described herein be abandoned by the Grantee and any permitted assignee under paragraph 7 hereof, such Easement shall terminate, and the real property interest represented by such Easement shall revert to the Grantor, its heirs, successors and/or assigns.

9. Each and every one of the benefits and burdens of this Easement shall inure to and be binding upon the respective legal representatives, heirs, administrators, successors and permitted assigns of the Grantor and the Grantee.

10. No Third Party Beneficiaries. Nothing in this Agreement shall be deemed to create any third party benefits or beneficiaries, or create a right or cause of action for the enforcement of its terms, in any entity or person not a party to this Agreement.

11. Severability. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, it is the intent of the parties hereto that the remaining provisions of this Agreement shall be full force and effect.

12. Extent of Agreement. This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representatives, or agreements, either written or oral.

13. Amendments. Any amendments to this Agreement shall be in writing and signed by both parties.

[SIGNATURE PAGES FOLLOW]

[SIGNATURE PAGE 1 OF 2 TO EASEMENT AGREEMENT FREMONT AVENUE TRAIL]

GRANTOR:

BOARD OF COUNTY COMMISSIONERS
OF THE COUNTY OF ARAPAHOE, a
political subdivision of the State of Colorado

By: _____
Name: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
20____, by _____, as _____ of the Board of County
Commissioners of the County of Arapahoe.

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE 1 OF 2 TO EASEMENT AGREEMENT FREMONT AVENUE TRAIL]

GRANTEE:

DOVE VALLEY METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Greg Armstrong, President

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Greg Armstrong, as President of the Dove Valley Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Premises

EXHIBIT A

PARCEL DESCRIPTION

PARCEL 1:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING NO. 5, RECORDED AT RECEPTION NO. R2304663 IN THE OFFICE OF ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF EAST FREMONT AVENUE IS ASSUMED TO BEAR NORTH 75°02'20" EAST AS MONUMENTED ON THE NORTH AND SOUTH END BY A 1.5" ALUMINUM CAP STAMPED "JR ENG, LS 13258" IN A RANGE BOX AS REFERENCED FROM ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 5 RECORDED AT RECEPTION NO. R2304663, WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE SOUTH CORNER OF SAID CENTER LINE OF EAST FREMONT AVENUE, THENCE SOUTH 84°25'02" WEST, A DISTANCE OF 591.10 FEET TO THE NORTHERLY LINE OF SAID LOT 2 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 00°10'26" WEST, A DISTANCE OF 3.00 FEET;

THENCE NORTH 89°49'34" WEST, A DISTANCE OF 26.55 FEET TO A POINT OF CURVATURE;

THENCE ALONG THE ARC OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°28'20", A RADIUS OF 533.00 FEET, AN ARC LENGTH OF 32.30 FEET, THE CHORD OF WHICH BEARS NORTH 88°05'24" WEST, A DISTANCE OF 32.30 FEET;

THENCE NORTH 03°06'32" EAST, A DISTANCE OF 3.00 FEET TO A POINT OF NON-TANGENT CURVATURE AND THE NORTHERLY LINE OF SAID LOT 2;

THENCE ALONG SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

- 1) ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°28'31", A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 32.15 FEET, THE CHORD OF WHICH BEARS SOUTH 88°05'18" EAST, A DISTANCE OF 32.14 FEET;
- 2) SOUTH 89°49'34" EAST, A DISTANCE OF 26.55 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL 1 CONTAINS 176 SQUARE FEET OR 0.0040 ACRES, MORE OR LESS.

PARCEL 2:

A PARCEL OF LAND BEING A PORTION OF LOT 2, BLOCK 1, ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING NO. 5, RECORDED AT RECEPTION NO. R2304663 IN THE OFFICE OF ARAPAHOE COUNTY CLERK AND RECORDER, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 5 SOUTH, RANGE 67 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF CENTENNIAL, COUNTY OF ARAPAHOE, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE CENTER LINE OF EAST FREMONT AVENUE IS ASSUMED TO BEAR NORTH 75°02'20" EAST AS MONUMENTED ON THE NORTH AND SOUTH END BY A 1.5" ALUMINUM CAP STAMPED "JR ENG, LS 13258" IN A RANGE BOX AS REFERENCED FROM ARAPAHOE AIRPORT CENTER JOINT VENTURE FILING 5 RECORDED AT RECEPTION NO. R2304663, WITH ALL OTHER BEARINGS RELATIVE THERETO.

COMMENCING AT THE SOUTH CORNER OF SAID CENTER LINE OF EAST FREMONT AVENUE, THENCE SOUTH 87°58'45" WEST, A DISTANCE OF 788.44 FEET TO THE NORTHERLY LINE OF SAID LOT 2 AND THE **POINT OF BEGINNING**;

THENCE SOUTH 19°47'17" WEST, A DISTANCE OF 2.00 FEET TO A POINT OF NON-TANGENT CURVATURE;

THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 03°44'49", A RADIUS OF 532.00 FEET, AN ARC LENGTH OF 34.79 FEET, THE CHORD OF WHICH BEARS NORTH 68°52'38" WEST, A DISTANCE OF 34.78 FEET;

THENCE NORTH 22°27'28" EAST, A DISTANCE OF 2.00 FEET TO A POINT OF NON-TANGENT CURVATURE AND THE NORTHERLY LINE OF SAID LOT 2;

THENCE ALONG SAID NORTHERLY LINE AND THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 03°45'04", A RADIUS OF 530.00 FEET, AN ARC LENGTH OF 34.70 FEET, THE CHORD OF WHICH BEARS SOUTH 68°52'38" EAST, A DISTANCE OF 34.69 FEET TO THE **POINT OF BEGINNING**.

SAID PARCEL 2 CONTAINS 69 SQUARE FEET OR 0.0016 ACRES, MORE OR LESS.

UNIT OF MEASURE IS U.S. SURVEY FEET.

I, JASON W. WINIECKI, A SURVEYOR LICENSED IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE ABOVE PARCEL DESCRIPTION AND ATTACHED EXHIBIT WERE PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND CHECKING.

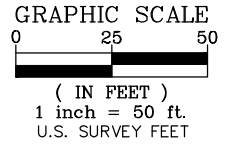
JASON W. WINIECKI, P.L.S. 38814
FOR AND ON BEHALF OF MANHARD CONSULTING
7600 E. ORCHARD ROAD, SUITE 150-N
GREENWOOD VILLAGE, COLORADO 80111
(303) 708-0500



Dwg Name: P:\Dvmacco08\dwg\Surv\Final Drawings\Exhibits\Trail Easements\Work Area\DWI-ACCO08-PERM-ESMT.dwg Updated By: JFelder 8/14/2023 12:51 PM

EXHIBIT A

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	3°28'20"	533.00'	32.30'	N88°05'24"W	32.30'
C2	3°28'31"	530.00'	32.15'	S88°05'18"E	32.14'
C3	3°44'49"	532.00'	34.79'	N68°52'38"W	34.78'
C4	3°45'04"	530.00'	34.70'	S68°52'38"E	34.69'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S00°10'26"W	3.00'
L2	N89°49'34"W	26.55'
L3	N03°06'32"E	3.00'
L4	S89°49'34"E	26.55'
L5	S19°47'17"W	2.00'
L6	N22°27'28"E	2.00'

FOUND 1.5" ALUMINUM CAP
STAMPED "JR ENG, LS 13258"
IN A RANGE BOX

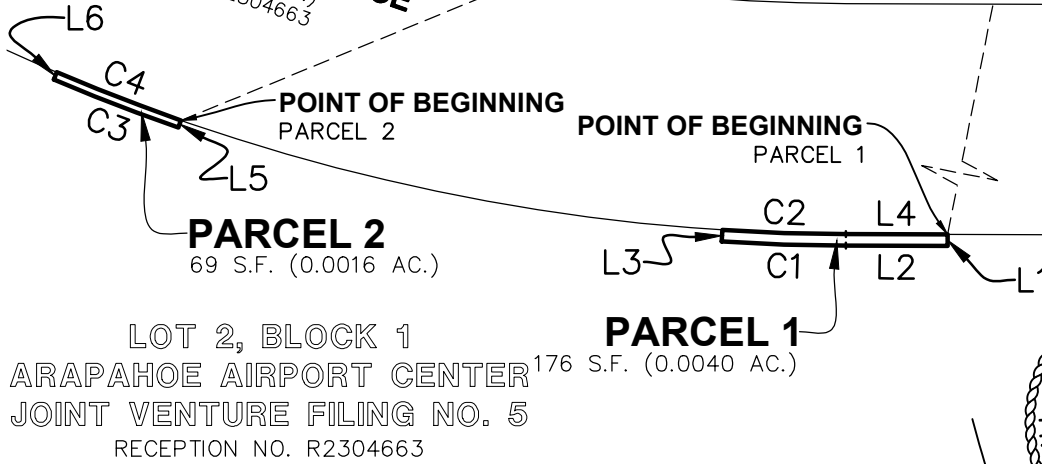
(BASIS OF BEARINGS)

N75°02'20"E 337.84'

POINT OF COMMENCEMENT
FOUND 1.5" ALUMINUM CAP
STAMPED "JR ENG, LS 13258"
IN A RANGE BOX

EAST FREMONT AVENUE
(60' WIDE PUBLIC R.O.W.)
RECEPTION NO. 2304663

EAST FREMONT PLACE
(60' PUBLIC R.O.W.)
REC. NO. R2304663



FOR AND ON BEHALF OF
MANHARD CONSULTING

NOTE:
1. THIS EXHIBIT DOES NOT REPRESENT A MONUMENTED SURVEY. IT IS INTENDED ONLY TO DEPICT THE ATTACHED LEGAL DESCRIPTION.

**PART OF LOT 2, BLOCK 1, ARAPAHOE AIRPORT
CENTER JOINT VENTURE FILING NO. 5
CITY OF CENTENNIAL, ARAPAHOE COUNTY, COLORADO**



7600 East Orchard Road, Suite 150-N, Greenwood Village, CO 80111 ph:303.708.0500 manhard.com
Civil Engineering | Surveying & Geospatial Services | GIS
Water Resource Management | Construction Management

PROJ. MGR.: JWW
DRAWN BY: JAF
DATE: 08/14/23
SCALE: 1" = 50'

SHEET
3 OF 3
DVM.ACCO08.00

RESOLUTION NO. 23-248 It was moved by Commissioner Campbell-Swanson and duly seconded by Commissioner Sumney to authorize, upon recommendation of the County's Engineering Services Division and Director of the Public Works and Development Department, Dove Valley Metropolitan District to use Arapahoe County's Public Use Easement, as dedicated to the County with the Centennial East Corporate Center Subdivision Filing Nos. 4, 6, and/or 12, and which is further described as running along the southside of E. Fremont Avenue from Blackhawk St. easterly for approximately 1500 feet, for construction and maintenance of a regional trail, subject to the following conditions of use:

1. Dove Valley Metropolitan District shall maintain and keep the Public Use Easement in good repair suitable for use as a regional trail and shall or shall provide for keeping the Public Use Easement reasonably clear of snow.
2. The Board of County Commissioners (the Board) may revoke the authority and license granted under this Resolution if in the determination of the Board: a). the Easement is required for another use not consistent with a regional trail use; b). the Dove Valley Metropolitan District materially fails in its obligations as set forth above to maintain the Public Use Easement; c). a Court of competent jurisdiction enters a final order determining that use of the Public Use Easement, as licensed hereunder, is not authorized under the original dedication; or d). the Board reasonably determines that revocation is necessary for the protection of the public health, safety, or welfare.

The vote was:

Commissioner Baker, Yes; Commissioner Campbell-Swanson, Yes; Commissioner Holen, Yes; Commissioner Sumney, Yes; Commissioner Warren-Gully, Yes.

The Chair declared the motion carried and so ordered.

LOTITO BROTHERS, INC.

5650 Greenwood Plaza Blvd. * Suite #130 * Greenwood Village 80111
PH: 303-740-9724 / Fax: 720-529-8055

July 26, 2023

Price Quote

Dove Valley Metro District

Price quote for landscape rehab at 2 ID signs at Jordan Road and Broncos Pkwy and Mineral as follows:

Jordan Road and Broncos Pkwy:

Remove existing grass and prep site for new plants and cobble	\$2,270.00
Install new nursery stock and perennials	2,925.00
Install 35 tons of 4" to 8" white cobble	6,420.00

Total cost of landscape rehab at the Broncos Pkwy ID sign	\$11,615.00

Jordan Road and Mineral:

Remove existing landscape	\$895.00
Install 3- 2" American Linden Trees	2,685.00
Install new nursery stock and perennials	4,200.00
Install 20 tons of 4" to 8" white cobble	3,800.00

Total cost of landscape rehab at the Mineral ID sign	\$11,580.00

Date: October 2, 2023

To: Board of Directors

Dove Valley Metropolitan District
c/o David Solin
Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228

From: Schedio Group LLC

Timothy A. McCarthy, P.E.
809 14th Street, Suite A
Golden, CO 80401

Subject: Proposal for Professional Construction Administration and Oversight Services

Dear Board of Directors,

Schedio Group LLC (“Schedio Group”) is pleased to present this proposal to Dove Valley Metropolitan District (“District”) for Professional Construction Administration and Construction Oversight Services for the Fremont Avenue Trail Construction Project.

Schedio Group has been in communication with Kevin Crehan of Solara Designs and has been provided with Construction Drawings prepared by Manhard Consulting LTD.

This proposal will consist of one primary task:

TASK 1 – PROFESSIONAL CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES

Please see Task 1 of *Exhibit A – Scope of Services* for details.

Please see EXHIBIT A SCOPE OF SERVICES, EXHIBIT B COMPENSATION and SIGNATURE PAGE below.

Thank you for the opportunity to serve Colorado Special Districts.

Respectfully,

Schedio Group LLC



Timothy A. McCarthy, P.E.
Managing Principal

EXHIBIT A
SCOPE OF SERVICES

TASK 1 – PROFESSIONAL CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES

This task includes, as applicable:

- Coordinate with the District (including Solara Designs) regarding project scope and schedule.
- Prepare a public bid package and oversee the public bid process up to and including General Contractor selection.
- Serve as a liaison between the District, applicable Governmental entities, General Contractor, and Engineer of Record as necessary throughout the bid, construction, and construction closeout processes.
- Perform Construction Observation as determined necessary by Schedio Group
- Provide weekly construction progress reports to the District.
- Provide project documentation to the District upon project completion.

TASK 2 – ON-CALL SERVICES

On Call Services will be performed as directed by the District.

EXHIBIT B
COMPENSATION

TASK 1 – PROFESSIONAL CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES

Fixed Fee This task will be billed on a Fixed Fee basis of 4.0% of the to be determined Total Contract Amount. The Engineer’s Opinion of Probable Costs as prepared by Manhard Consulting LTD and dated March 14, 2023, anticipates a Total Contract Amount of \$859,680 (which includes a 20% contingency).

Estimated Fixed Fee: $\$859,680.00 \times 4.0\% = \$34,387$

TASK 2 – ON-CALL SERVICES

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2023 Charge Rates Schedule for reference.

SIGNATURE PAGE

This proposal is valid for 60 days from the date of its preparation. If this proposal is acceptable to the District, please execute below and return one copy (either PDF or Hard Copy) to Schedio Group LLC.



Schedio Group LLC

Timothy A. McCarthy

Managing Principal

October 2, 2023

Date

President

Dove Valley Metropolitan District

Date

2023 CHARGE RATES SCHEDULE

Hourly Rates

Managing Principal	\$ 220.00
Staff Engineer III	\$ 190.00
Staff Engineer II	\$ 170.00
Staff Engineer I	\$ 150.00
Project Administrator	\$ 95.00

Special Hourly Rates

Landscape Architect III	\$ 220.00
Expert Witness	\$ 375.00 (Preparation)
	\$ 450.00 (Deposition and Testimony)

Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%

Revised November 26, 2022



141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors

FROM: Christel Gemski
Executive Vice-President

DATE: October 12, 2023

RE: Notice of 2024 Rate Increase

A rectangular box containing a handwritten signature in blue ink that reads "Christel Gemski".

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), at the time of the annual renewal of the Agreement, the hourly rate described in Article III for management and all services shall increase by (6.0%) per hour.

We hope you will understand that it is necessary to increase our rates due to increasing gas and operating costs along with new laws and rules implemented by our legislature.