

**MOUNTAIN BROOK METROPOLITAN DISTRICT**

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 • 800-741-3254  
<https://mountainbrookmd.com>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Kevin Mulshine	President	2027/May 2027
Kenneth Spencer	Treasurer	2027/May 2027
Conley Smith	Assistant Secretary	2027/May 2027
Dale Bruns	Assistant Secretary	2025/May 2025
Mark Solomon	Assistant Secretary	2025/May 2025
Peggy Ripko	Secretary	

DATE: October 28, 2024  
TIME: 9:00 a.m.  
PLACE: Zoom

*\* Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager ([pripko@sdmsi.com](mailto:pripko@sdmsi.com) or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Call In: 1-719-359-4580

I. PUBLIC COMMENT

- A. Members of the public may express their views to the Boards on matters that affect the Districts. Comments will be limited to three (3) minutes per speaker.
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II. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.
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- B. Approve Agenda, confirm location of meeting, posting of notices.
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III. CONSENT AGENDA

- Review and approve the Minutes of the August 26, 2024 Regular Meeting (enclosure).
  - Consider Approval of 2025 Annual Administrative Matters Resolution (enclosure).
  - Consider Approval of 2025 Meeting Resolution (enclosure).
  - Consider Approval of 2025 Election Resolution (enclosure).
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IV. FINANCIAL MATTERS

- A. Review and ratify approval of the payment of claims (to be distributed).
- 

- B. Review and accept unaudited financial statements and the cash position statement (to be distributed).
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- C. Consider engagement of \_\_\_\_\_ for preparation of 2024 Audit, in the amount of \$\_\_\_\_\_ (to be distributed).
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- D. Conduct Public Hearing to consider Amendment to 2024 Budget (if necessary) and consider adoption of Resolution to Amend the 2024 Budget and Appropriate Expenditures.
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- E. Conduct Public Hearing on the proposed 2025 Budget and consider adoption of Resolution to Adopt the 2025 Budget and Appropriate Sums of Money and Set Mill Levies for General Fund, Debt Service Fund, and Other Fund(s) (enclosures – preliminary AV, draft 2025 Budget, and Resolutions).
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IV. LEGAL MATTERS

- A. Review and consider approval of Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement between the District and Mountain Brooks Partner, LLC (enclosure).
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V. CAPITAL IMPROVEMENT MATTERS

- A. \_\_\_\_\_
- 

VI. OTHER BUSINESS

- A. Discuss cancelling December 23, 2024 Board meeting.
- 

- B. Review and consider approval of Proposal from Push Pedal Pull for workout equipment (enclosures).
- 

- C. Discussion regarding trash can enforcement.
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Mountain Brook Metropolitan District

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VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
DECEMBER 23, 2024.**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.
- Memo regarding New Fee Notice from Altitude Community Law

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD AUGUST 26, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 26<sup>th</sup> day of August, 2024, at 9:00 a.m. The District Board meeting was held in person at Ken Pratt Boulevard and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Dale Bruns, Assistant Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan D. Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

Chad O’Connor; Multi-Family Development

Rebecca Lettner; Homeowner

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Ms. Ripko noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Ripko distributed for the Board’s review and approval of the agenda for the District’s meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Bruns, seconded by Director Mulshine and, upon vote unanimously carried, the agenda was approved, as amended, and the absences of Directors Smith and Soloman were excused.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Bruns, seconded by Director Mulshine and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Minutes of June 24, 2024 Regular Meeting:** The Board reviewed the Minutes of the June 24, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer, and upon vote unanimously carried, the Board approved the Minutes.

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**PUBLIC COMMENTS** There were no public comments at this time.

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### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed the payment of claims for the period ending August 20, 2024 in the amount of \$58,898.82.

Following discussion, upon motion duly made by Director Mulshine seconded by Director Bruns, and upon vote the Board ratified the payment of claims for the period ending August 20, 2024 in the amount of \$58,898.82.

**Unaudited Financial Statements and Cash Position Statement:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending June 30, 2024 and the cash position statement through the period ending June 30, 2024, updated as of August 20, 2024.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending June 30, 2024 and the cash position statement through the period ending June 30, 2024, updated as of August 20, 2024.

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## RECORD OF PROCEEDINGS

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### LEGAL MATTERS

**Amendment to Annual Administrative Matters Resolution:** The Board reviewed the Amendment to the Annual Administrative Matters to address payment of Director fees.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted the Amendment to the Annual Administrative Matters to address payment of Director fees.

\_\_\_\_\_

### CAPITAL IMPROVEMENT MATTERS

None.

\_\_\_\_\_

### OTHER BUSINESS

**2024/2025 Snow Services Agreement between the District and Environmental Designs LLC:** The Board reviewed the 2024/2025 Snow Services Agreement between the District and Environmental Designs LLC.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Bruns and, upon vote, unanimously carried, the Board approved the 2024/2025 Snow Services Agreement between the District and Environmental Designs LLC.

**Operations of Amenity Center:** The Board discussed the operations of the amenity center. The Board gave direction to management to draft the rules and operations.

\_\_\_\_\_

### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_  
Secretary for the Meeting

**MOUNTAIN BROOK METROPOLITAN DISTRICT  
2025 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

WHEREAS, the Board of Directors (the “Board”) of the Mountain Brook Metropolitan District (the “District”) is required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the District; and

WHEREAS, the Board desires to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the District; and

WHEREAS, the Board further desires to acknowledge and ratify herein certain actions and outstanding obligations of the District.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Board directs the District Manager to prepare and file wither an accurate map of the District’s boundaries, as specified by the Colorado Division of Local Government (the “Division”), or a notice that the District’s boundaries have not changed since the filing of the last map for the District, with the Division, the Boulder County Clerk and Recorder, and the Boulder County Assessor on or before January 1, 2025, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S, the Board directs legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the District; (ii) the principal address and mailing address of the District; (iii) the name of the District’s agent; and (iv) the mailing address of the District’s agent.

3. The Board directs legal counsel to prepare, no more than sixty (60) days prior to and not later than January 15, 2025, the District’s annual transparency notice containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notice to the eligible electors of the District in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notice with the Boulder County Board of County Commissioners, the Boulder County Assessor, the Boulder County Treasurer, the Boulder County Clerk and Recorder’s Office, the Longmont City Council (“City Council”), and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notice shall be made available for public inspection at the principal business office of the District.

4. The Board directs the District’s accountant to (i) submit a proposed 2026 budget for the District to the Board on or before October 15, 2025; (ii) schedule a public hearing on the proposed budget; (iii) prepare a final budget appropriating moneys and fixing the rate of any mill levy; (iv) prepare a budget resolution, including certification of mill levies and amendments to the budget if necessary; (v) certify the mill levy to Boulder County Assessor on or before December 15, 2025; and (vi) to file the approved budgets and amendments thereto with the proper

governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. The Board directs legal counsel to prepare the special district public disclosure statement in accordance with Section 32-1-104.8(2), C.R.S. and record the statement with the Boulder County Clerk and Recorder at any such time as a decree or order of inclusion of real property into the District's boundaries is recorded..

6. The Board directs legal counsel to notify the City Council of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the District's Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. The Board hereby directs the District's accountant to prepare and file an application for exemption from audit for the District with the State Auditor by March 31, 2025, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., the Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2025 and filed with the State Auditor by July 31, 2025. In addition, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, the District's accountant shall the District's audit report or copies of the District's application for exemption from audit to City Council in accordance with Section 29-1-606(7), C.R.S.

8. If the District holds property presumed abandoned and subject to custody as unclaimed property pursuant to the Unclaimed Property Act (§§38-13-101 *et seq.*, C.R.S.), the Board directs legal counsel to prepare an unclaimed property report that covers the twelve months preceding July 1, 2025 and submit the report to the Colorado State Treasurer by November 1, 2025, in accordance with Section 38-13-401 *et seq.*, C.R.S.

9. The Board directs the District' accountant to oversee the preparation of any continuing annual disclosure report required to be filed pursuant to a continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12 and pursuant to any authorizing resolution, indenture, pledge agreement, loan document, and/or any other document related to the issuance of any general or special obligation bonds, revenue bonds, loans from financial institutions or other multiple fiscal year obligations by the District and any refundings thereof including, but not limited to the District's Limited Tax General Obligation Bonds, Series 2021<sup>(3)</sup>.

10. The Board direct the District's accountant to cause the preparation of the annual public securities report for nonrated public securities issued by the District and to file the report with the Division within sixty (60) days of the close of the fiscal year, as required by Sections 11-58-101 *et seq.*, C.R.S.

11. The Board designates the Secretary of the District as the official custodian of "public records," as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C. and Special District Management Services, Inc.



12. The Board directs legal counsel to advise it on the requirements of the Fair Campaign Practices Act, Sections 1-45-101 *et seq.*, C.R.S., when applicable.

13. The Board directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District including, but not limited to, *The Longmont Times Call*.

14. The Board hereby determines that each director shall receive compensation for the directors' services in the amount of \$100 per meeting not to exceed a total of \$2,400 per annum in accordance with Section 32-1-902(3)(a)(II), C.R.S.

15. The Board hereby determines that each member of the Board shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Board. Such forms shall be retained in the District's files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901 and Section 24-12-101, C.R.S., the Board directs legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure either crime insurance or a surety bond for each Director, and file copies of each with the Boulder County Clerk and Recorder, Clerk of the Court, and the Division.

16. The Board extends the current indemnification resolution, adopted by the Board on August 24, 2020, to allow the resolution to continue in effect as written.

17. Pursuant to Section 32-1-1101.5, C.R.S., the Board directs legal counsel to certify the results of any special district ballot issue elections to incur general obligation indebtedness by certified mail to the City Council and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever the District authorizes or incurs a general obligation debt, the Board authorizes legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the Boulder County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever the District incurs general obligation debt, the Board directs legal counsel to submit a copy of the recorded notice to the City Council within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

18. If requested, the Board directs legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the City Council in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

19. The Board directs legal counsel to prepare and file the special district annual report in accordance with the District's Service Plan and Section 32-1-207(3)(c), C.R.S.

20. The Board has determined that legal counsel will file conflicts of interest disclosures provided by board members with the Colorado Secretary of State seventy-two (72) hours prior to each meeting of the Board, in accordance with Sections 32-1-902(3)(b) and 18-8-

308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

21. The District is currently a member of the Special District Association (“SDA”) and is insured through the Colorado Special Districts Property and Liability Pool. The Board directs the District Manager to pay the annual SDA membership dues and insurance premiums in a timely manner. The Board and District’s consultants will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

22. The Board members have reviewed the minutes from meetings of the Board held from October 23, 2023 through August 26, 2024, attached hereto as **Exhibit A**. The Board, being fully advised of the premises, hereby ratifies and affirms each and every action of the Board taken at said meetings. Furthermore, the Board designates the District Manager or his/her designee as the recording Secretary of the Board’s meetings.

23. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., the Board hereby declares that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. The Board further directs the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90<sup>th</sup>) day after the date of the executive session.

24. Pursuant to Section 32-1-104.5(3)(a), C.R.S., the Board hereby designates the District’s official website as <https://mountainbrookmd.com>. The Board directs the District Manager to maintain and update the official website of the District in compliance with Section 32-1-104.5(3)(a), C.R.S. and the Accessibility Rules in accordance with direction and guidance provided by the Colorado Office of Information Technology.

25. Pursuant to Section 32-1-904, C.R.S., the Board determined that the office of the District shall be at Special District Management Services, Inc., 141 Union Blvd, Suite 150, Lakewood, Colorado.

26. The District hereby acknowledges, agrees and declares that the District’s policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act (Sections 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the District’s official custodian may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, “official custodian” means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. The District hereby designates the District’s accountant as its official custodian over public deposits.

27. The Board hereby authorizes the District’s President or District Manager to execute, on behalf of the District, any and all easement agreements pursuant to which the District is accepting or acquiring easements in favor of the District.

28. Unless otherwise authorized by the Board and except for contracts that are publicly bid, the Board's President or the District Project Manager are authorized, but not obligated, to take any contract actions within the District's approved budget including, but not limited to, approving task orders, work orders, and change orders. All actions taken by the Board's President and/or the Project Manager shall be ratified by the Board at the next meeting of the Board.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 28<sup>th</sup> DAY OF OCTOBER, 2024.

MOUNTAIN BROOK METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Kevin Mulshine, President

*Signature Page to 2025 Annual Administrative Matters Resolution*

**EXHIBIT A**

**Minutes from the  
October 23, 2023 through August 26, 2024  
Meetings of the Board**

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD OCTOBER 23, 2023

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) was convened on Monday, the 23rd day of October, 2023, at 9:00 a.m. The District Board meeting was held via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Conley Smith, Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Deborah Early; Alexandra Mejia; and Alan Pogue, Esq. (for a portion of the meeting); Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Jim Golden and Don Burchett; City of Longmont

Dale Burns and Mark Solomon; Board Candidates

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Ripko distributed for the Board's review and approval an amended agenda for the District's meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote unanimously carried, the agenda was approved, as amended.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Appointment of Director:** The Board discussed the vacancies on the Board. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication. As such, eligible electors Dale Burns and Mark Solomon, were nominated to serve on the Board.

Following discussion, upon motion duly made by Director Mulshine and seconded by Director Smith and, upon vote, unanimously carried, the Board appointed Dale Burns and Mark Solomon to fill two vacancies on the Board

**Appointment of Officers:** The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Kevin Mulshine
Treasurer	Kenneth Spencer
Secretary	Peggy Ripko
Assistant Secretary	Conley Smith
Assistant Secretary	Dale Burns
Assistant Secretary	Mark Solomon

## RECORD OF PROCEEDINGS

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### **Consent Agenda:**

- Review and approve the Minutes of the March 6, 2023 Special Meeting.
- Consider Approval of 2024 Annual Administrative Matters Resolution.
- Consider Approval of 2024 Meeting Resolution.
- Consider Approval of Amended and Restated Resolution Adopting Public Records Policy.

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

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**PUBLIC COMMENTS** There were no public comments at this time.

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### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed with the Board the payment of claims through the period ending June 30, 2023 in the amount of \$52,180.91.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board ratified approved the payment of claims through the period ending June 30, 2023 in the amount of \$52,180.91, as presented.

**Unaudited Financial Statements:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2023.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2023, as presented.

**2022 Audit:** No action was taken at this time.

**2023 Budget Amendment Hearing:** The President opened the public hearing to consider the Resolution to Amend the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received and the President closed the public hearing.



## RECORD OF PROCEEDINGS

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Following discussion, the Board determined that an amendment to the 2023 Budget was not necessary.

**2024 Budget Hearing:** The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to or at this public hearing. No public comments were received, and the President closed the public hearing.

Mr. Wheeler reviewed the estimated year-end 2023 revenues and expenditures and the proposed 2024 estimated revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2023-11-04 to Adopt the 2024 Budget and Appropriate Sums of Money and to Set Mill Levies (for the General Fund at 51.791 mills and the Debt Service Fund at 0 mills, for a total of 51.791 mills). Upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2023. Mrs. Ripko was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Douglas County and the Division of Local Government not later than December 10 2023. Mrs. Ripko was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

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### **LEGAL MATTERS**

**4<sup>th</sup> Amendment to 2020 Funding and Reimbursement Agreement with Mountain Brook Partners, LLC:** The Board reviewed the Fourth Amendment to the 2020 Funding and Reimbursement Agreement with Mountain Brook Partners, LLC.

Following discussion, upon motion duly made by Director Smith, seconded by Director Mulshine and, upon vote, unanimously carried, the Board approved the Forth Amendment to the 2020 Funding and Reimbursement Agreement with Mountain Brook Partners, LLC.

**Agreement with Landmark for Construction of Amenity Center:** The Board discussed the approval of the Agreement with Landmark for Construction of Amenity Center, subject to final legal review of construction contract and not to

## RECORD OF PROCEEDINGS

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exceed \$5,600,000.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Mulshine and, upon vote, unanimously carried, the Board approved the Agreement with Landmark for Construction of Amenity Center, subject to final legal review of the construction contract and not to exceed \$5,600,000.

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### CAPITAL IMPROVEMENT MATTERS

**Amenity Center:** The Board discussed the Amenity Center.

**Architectural Review Process:** The Board discussed the architectural review process.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the architectural review process, charge fees and all the rules and regulations

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### OTHER BUSINESS

**Cancelling December 25, 2023 Meeting:** The Board discussed cancelling the December 25, 2023 Meeting.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the cancelling the December 25, 2023 Meeting.

Ms. Ripko discussed the memo regarding new rate structure from Special District Management Services, Inc.


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### ADJOURNMENT

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

Respectfully submitted,

By: \_\_\_\_\_

  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD FEBRUARY 26, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 26<sup>th</sup> day of February, 2024, at 9:00 a.m. The District Board meeting was held at 700 Ken Pratt Blvd., Suite #113, Longmont, Colorado and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kenneth Spencer, Treasurer  
Conley Smith, Secretary  
Dale Bruns, Assistant Secretary

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the absences of Directors Mulshine and Soloman were excused.

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Attorney Pogue noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Attorney Pogue requested that the Directors consider whether they had any additional conflicts of interest to disclose. Attorney Pogue noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** Ms. Ripko distributed for the Board’s review and approval of the agenda for the District's meeting.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote unanimously carried, the agenda was approved, as presented.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

### **Consent Agenda:**

- Review and approve the Minutes of the October 23, 2023 Regular Meeting and Statutory Annual Meeting.

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

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### PUBLIC COMMENTS

There were no public comments at this time.

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### FINANCIAL MATTERS

**Claims:** Ms. Wheeler reviewed with the Board the payment of claims as follows:

	Period Ending February 22, 2024
<b>Total</b>	\$43,247.30

Following discussion, upon motion duly made by Director Smith, seconded by Director Bruns and, upon vote, unanimously carried, the Board ratified approved the payment of claims through the period ending February 22, 2024, as presented.

**Unaudited Financial Statements:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending December 31, 2023.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the

## RECORD OF PROCEEDINGS

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unaudited financial statements for the period ending December 31, 2023, as presented.

**Application for Exemption from Audit for 2023:** The Board discussed preparation, execution and filing of the Application for Exemption from Audit for 2023. It was noted that an Audit was needed. No action was taken at this time.

**Reimbursement Request No. 2:** The Board reviewed Reimbursement Request No. 2, and together therewith approval of the Resolution Accepting Public Improvements from Mountain Brook Partners, LLC Pursuant to the Improvement Acquisition, Advance and Reimbursement Agreement; Bill of Sale; Warranty Agreement; Assignment of Warranties; Engineer Cost and Design Certifications; Title Commitment; Accountant Certification; and Requisition No. 9.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board approved Reimbursement Request No. 2, and together therewith approval of the Resolution Accepting Public Improvements from Mountain Brook Partners, LLC Pursuant to the Improvement Acquisition, Advance and Reimbursement Agreement; Bill of Sale; Warranty Agreement; Assignment of Warranties; Engineer Cost and Design Certifications; Title Commitment; Accountant Certification; and Requisition No. 9.

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### **LEGAL MATTERS**

**Temporary Construction Easement Agreement:** The Board reviewed the Temporary Construction Easement Agreement with Mountain Brook Partners, LLC.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Temporary Construction Easement Agreement with Mountain Brook Partners, LLC.

**Permanent Easement Agreement:** The Board discussed the Permanent Easement Agreement regarding District Signage with Mountain Brook Partners, LLC.

Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board approved the Permanent Easement Agreement regarding District Signage with Mountain Brook Partners, LLC.

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## RECORD OF PROCEEDINGS

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**CAPITAL  
IMPROVEMENT  
MATTERS**

There were no capital improvement matters at this time.  
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**OTHER BUSINESS**

None.  
\_\_\_\_\_

**ADJOURNMENT**

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

Respectfully submitted,

By:   
\_\_\_\_\_ Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD APRIL 22, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 22<sup>nd</sup> day of April, 2024, at 9:00 a.m. The District Board meeting was held in person at Ken Pratt Boulevard and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Conley Smith, Secretary  
Dale Bruns, Assistant Secretary  
Mark Solomon, Assistant Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan D. Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

Cyndi Castro, Homeowner

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Ms. Ripko noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval of the agenda for the District’s meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote unanimously carried, the agenda was approved.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Minutes of February 26, 2024 Regular Meeting:** The Board reviewed the Minutes of the February 26, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board approved the Minutes, as amended.

**PUBLIC COMMENTS** There were no public comments at this time.

### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed the payment of claims in the amount of \$97,933.80 for ratification.

Following discussion, upon motion duly made by Director Smith seconded by Director Mulshine, and upon vote the Board ratified the payment of claims in the amount of \$97,933.80.

**Unaudited Financial Statements:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2024.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2024, as presented.

**2023 Audit:** Ms. Wheeler reviewed the 2023 Audit with the Board.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Mulshine, and upon vote unanimously carried, the Board approved the



## RECORD OF PROCEEDINGS

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2023 Audit, subject to final legal review, no material changes other than price of Splashtacular and authorized execution of the Representations Letter.

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### LEGAL MATTERS

**Resolution Adopting Technology Accessibility Statement and Technical Standards:** The Board reviewed Resolution Adopting Technology Accessibility Statement and Technical Standards.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board adopted Resolution Regarding Technology Accessibility Statement and Technical Standards.

**Use of Signage Easement Area:** Mr. Pogue advised the Board with regard to the landowner's permitted use of the area within the District's signage easement. Mr. Pogue stated that the landowner's use requires the District's consent. The Board discussed communicating the consent requirement to the landowner and acknowledging that the District would work with the landowner on consent to the landowner's use of the easement area, so long as such use does not interfere with the District's use of the easement area.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board directed Mr. Pogue and the President to communicate to the landowner the District's position regarding landowner use of the easement area and directed the President to execute the District's consent to the landowner's use of the easement area, following receipt of design plans from the landowner and provided that landowner's proposed use of the easement area will not interfere with the District's use of the area.

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### CAPITAL IMPROVEMENT MATTERS

There were no capital improvement matters at this time.

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### OTHER BUSINESS

**Pet Stations in the Community:** The Board discussed adding pet stations in the community.

Following discussion, upon motion duly made by Director Solomon, seconded by Director Mulshine and, upon vote, unanimously carried, the Board approved adding up to 5 pet stations in the community.

## RECORD OF PROCEEDINGS

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**Rules & Regulations for the Community:** The Board reviewed the Rules & Regulations for the community.


Following discussion, upon motion duly made by Director Smith, seconded by Director Spencer and, upon vote, unanimously carried, the Board approved the Rules & Regulations for the community, subject to District Manager, President and legal counsel final review.

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### **ADJOURNMENT**

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

Respectfully submitted,

By:   
\_\_\_\_\_  
Secretary for the Meeting

# RECORD OF PROCEEDINGS

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## MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT HELD JUNE 24, 2024

The Regular meeting of the Board of Directors of the Mountain Brook Metropolitan District (referred to hereafter as the “Board”) and upon noting that a quorum was present a meeting was convened on Monday, the 24<sup>th</sup> day of June, 2024, at 9:00 a.m. The District Board meeting was held in person at Ken Pratt Boulevard and via Zoom. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Kevin Mulshine, President  
Kenneth Spencer, Treasurer  
Conley Smith, Secretary  
Dale Bruns, Assistant Secretary

#### Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Alan D. Pogue, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Don Burchett; City of Longmont

Joan Peck; Mayor of Longmont

### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Ms. Ripko noted that disclosures of potential conflict of interest statements for each of the Directors were filed with the Secretary of State seventy-two hours in advance of the meeting. Ms. Ripko requested that the Directors consider whether they had any additional conflicts of interest to disclose. Ms. Ripko noted for the record that there were no new disclosures made by the Directors present at the meeting and incorporated for the record those applicable disclosures made by the Board Members prior to this meeting and in accordance with the statutes. It was noted that disclosure statements had been timely filed for all Directors.

### ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board’s review and approval of the agenda for the District’s meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote unanimously carried, the agenda was approved, and the absence of Director Soloman was excused.

**Approval of Meeting Location:** The Board entered into a discussion regarding the requirements of §32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board determined this District Board Meeting was held via Zoom. The Board further noted that notice of this meeting format was duly posted and that it has not received any objections to the meeting format or any requests that the meeting format be changed by taxpaying electors within the District boundaries.

**Minutes of April 22, 2024 Regular Meeting:** The Board reviewed the Minutes of the April 22, 2024 Regular Meeting.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board approved the Minutes, as amended.

**Legal Services Proposal from Altitude Community Law:** The Board reviewed the Legal Services Proposal from Altitude Community Law.

Following review and discussion, upon motion duly made by Director Spencer, seconded by Director Smith, and upon vote unanimously carried, the Board ratified approval of the Legal Services Proposal from Altitude Community Law.

**PUBLIC COMMENTS** There were no public comments at this time.

### **FINANCIAL MATTERS**

**Claims:** Ms. Wheeler reviewed the payment of claims in the amount of \$93,246.38 for ratification.

Following discussion, upon motion duly made by Director Mulshine seconded by Director Smith, and upon vote the Board ratified the payment of claims in the amount of \$93,246.38.

**Unaudited Financial Statements and Cash Position Statement:** Ms. Wheeler reviewed with the Board the unaudited financial statements for the period ending March 31, 2024 and the Cash Position Statement for the period ending May 31, 2024, updated as of June 17, 2024.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Mulshine, seconded by Director Spencer and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2024 and the Cash Position Statement for the period ending May 31, 2024, updated as of June 17, 2024., as presented.

### LEGAL MATTERS

**Assignment of South Flat Ditch Agreement:** The Board reviewed the Assignment of South Flat Ditch Agreement.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of South Flat Ditch Agreement.

**Assignment of Niwot Ditch Agreement:** The Board reviewed the Assignment of Niwot Ditch Agreement.

Following discussion, upon motion duly made by Director Spencer, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of Niwot Ditch Agreement, subject to final legal review.

### CAPITAL IMPROVEMENT MATTERS

**Assignment of Detention Pond Easement and Maintenance Agreement:** The Board reviewed the Assignment of Detention Pond Easement and Maintenance Agreement.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Assignment of Detention Pond Easement and Maintenance Agreement.

**Detention Pond Easement Agreement:** The Board reviewed the Detention Pond Easement Agreement.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board ratified approval of the Detention Pond Easement Agreement.

**Landscape Committee:** The Board discussed a Landscape Committee to review and approve landscape proposals.

Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board appointed Director Smith and Director Spencer to the Landscape Committee.

## RECORD OF PROCEEDINGS

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### OTHER BUSINESS

**Rules & Regulations for the Community:** The Board reviewed the Rules & Regulations for the community.


Following discussion, upon motion duly made by Director Mulshine, seconded by Director Smith and, upon vote, unanimously carried, the Board approved the Rules & Regulations for the community, subject to committee and legal/management approving separating into two documents and appointed Mr. Hinson and Director Mulshine to the Committee.

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### ADJOURNMENT

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

Respectfully submitted,

By:   
Secretary for the Meeting

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT**

**2025 MEETING RESOLUTION**

WHEREAS, Mountain Brook Metropolitan District (the “District”) was organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the “Special District Act;” and

WHEREAS, on October 23, 2023, the District adopted a 2024 Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Board of Directors (the “Board”) of the District shall meet regularly at a “Location” to be designated by the Board; and

WHEREAS, pursuant to Section 32-1-903(5)(a), C.R.S., the term “Location” means the physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, Section 32-1-903(1.5), C.R.S., requires that 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 which is within the boundaries of any county in which the District is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the District’s boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) The proposed change of the physical location of the Board appears on the agenda of a meeting of the Board, and (b) A resolution is adopted by the Board stating the reason for which meeting of the Board is to be held in a physical location under the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time, and physical location of such meeting; and

WHEREAS, in accordance with that certain Intergovernmental Agreement between The City of Longmont, Colorado and the District dated June 9, 2021 (the “City IGA”), meetings of the Board will be held within the City limits, Boulder County, or within 20 miles of the District’s boundary; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., special meetings may be held as often as the needs of the District require, upon notice to each director, and may include study sessions at which a quorum of the Board are in attendance, and at which information is presented but no official action can be taken by the Board; and

WHEREAS, Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. govern meeting notices provided by special districts for all public meetings as set forth below; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and location designated for all regular and special meetings of the Board shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the District to annually designate one public place within the boundaries of the District where notice of the Board's meetings shall be posted no less than twenty-four (24) hours prior to the Board's meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District shall be deemed to have given full and timely notice of a public meeting if the District posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the meeting on the public website of the District; and

WHEREAS, if the District posts notice on the District's public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District must also designate a public place within its boundaries at which the District may post a notice no less than twenty-four (24) hours prior to a meeting if the District is unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Board that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, Section 32-1-903(6)(a), C.R.S. requires that the Board holds an annual meeting at a time and location to be designated by the Board and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the District, within the boundaries of any county in which the District is located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the District's boundaries; and

WHEREAS, the Board desires to designate the time and place of all regular meetings, and to set forth specific requirements for the Board to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the District for the ensuing year of 2025, pursuant to this 2025 Meeting Resolution.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT HEREBY RESOLVE AS FOLLOWS:

1. The Board hereby determines to hold regular meetings on the fourth Monday of every even-numbered month at 9:00 a.m. The location of all regular and special meetings of the Board shall be held electronically via Zoom or other dependable virtual or telephonic platform and at the office of 700 Ken Pratt Blvd, Suite #113, Longmont, Colorado 80501, which location is within the boundaries of Boulder County where the District is located as required pursuant to the City IGA and Section 32-1-903(1.5), C.R.S.



2. The Board hereby determines to hold its annual meeting as required by Section 32-1-903(6), C.R.S. before or after the meeting at which the District adopts its 2026 budget via Zoom or other reliable virtual or telephonic platform.

3. The Board hereby designate the District's public website, <https://mountainbrookmd.com/>, as the twenty-four (24) hour posting location for all meeting notices. The Board hereby designates the following location as the posting location for notices if the District is unable to post a notice online in exigent or emergency circumstances.

9100 Rogers Road – Property Boundary

4. The meeting notice of all meetings of the Board that are held telephonically, electronically, or by any other means, not including physical presence, shall include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

5. The designation set forth in Paragraph 3 is hereby deemed to be the Board's annual designation of the location where notices of meetings shall be posted twenty-four (24) hours in advance of said meetings and shall be effective until such time as the Board determine to designate a new posting location.

6. Emergency meetings may be called by the District without notice, if notice is not practicable, by the President or any two (2) Board members in the event of an emergency that requires the immediate action of the Board in order to protect the public health, safety, and welfare of the property owners and residents of the District. If possible, notice of such emergency meeting may be given to the members of the Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the District's website. At such emergency meeting, any action within the power of the Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the District's Board, or (b) the next special meeting of the District's Board.

7. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Board concerning meeting location, time, and posting of notices.

8. This Resolution shall take effect on January 1, 2025.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 28TH DAY OF OCTOBER, 2024.

MOUNTAIN BROOK METROPOLITAN DISTRICT

By: \_\_\_\_\_  
Kevin Mulshine, President

*Signature Page to 2025 Meeting Resolution*

**RESOLUTION OF  
THE BOARD OF DIRECTORS OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT  
2025 REGULAR SPECIAL DISTRICT ELECTION RESOLUTION**

**WHEREAS**, Mountain Brook Metropolitan District (the “District”) was organized pursuant to the Special District Act, Article 1 of Title 32, C.R.S. (the “Act”); and

**WHEREAS**, District elections to elect members to the Board of Directors (the “Board,”) of the District and/or to present certain ballot questions and/or ballot issues to the eligible electors of the District are governed by the Act; the Uniform Election Code of 1992, Articles 1 to 13 of Title 1, C.R.S. (the “Uniform Code”); and the Colorado Local Government Election Code, Article 13.5 of Title 1, C.R.S. (the “Local Government Election Code”) (the Act, Uniform Code, and Local Government Election Code are collectively referred to herein as the “Election Laws”); and

**WHEREAS**, pursuant to Section 32-1-305.5(3)(a), C.R.S., the term of office of members of the Board of Directors for the District (the “Board”) elected in a regular special district election is four (4) years; and

**WHEREAS**, pursuant to Section 32-1-905(2)(a), C.R.S., any director appointed to the Board to fill a vacancy on the Board will serve until the next regular special district election, at which time, the vacancy shall be filled by election for any remaining unexpired portion of the term; and

**WHEREAS**, pursuant to Section 1-13.5-111(1), C.R.S., the next regular special district election for the District to elect members to the Board is scheduled to be held on the Tuesday succeeding the first Monday of May, which is May 6, 2025 (the “Election”); and

**WHEREAS**, the Board currently includes three (3) members elected to serve on the Board and two (2) members appointed to fill vacancies on the Board; and

**WHEREAS**, the term of office for the two (2) members appointed to fill vacancies on the Board shall expire after their successors are elected at the Election in accordance with Section 1-13.5-111(1), C.R.S.: May 6, 2025; and

**WHEREAS**, the number of Directors to be elected to the Board of the District may increase following the adoption of this Resolution should a Director’s office be deemed vacant in accordance with Section 32-1-905, C.R.S. prior to the Election; and

**WHEREAS**, pursuant to Section 32-1-804(1), C.R.S., the Board shall govern the conduct of the election and shall render all interpretations and make all decisions as to controversies or other matters arising in the conduct of the election; and

**WHEREAS**, Sections 1-1-111(2), 1-13.5-108, and 32-1-804(2), C.R.S. provide that all powers and authority granted to the Board for the conduct of regular and special elections, including making all initial decisions as to controversies or other matters arising in the operation

of the Local Government Election Code, may be exercised in the absence of the Board by the secretary or by an assistant secretary appointed by the Board, and the person named by the Board who is responsible for the conducting of the election shall be the “Designated Election Official;” and

**WHEREAS**, for purposes of the Election, the Board desires to appoint an assistant secretary, who shall be the Designated Election Official for the Election and exercise all powers granted by the Board for the conduct of the Election; and

**WHEREAS**, Sections 1-13.5-501(1) & -(1.7), C.R.S., require that, between seventy-five (75) and one hundred (100) days before a regular election, the Designated Election Official shall provide public notice of a call for nominations for the election by two methods: (1) by emailing the notice to each active registered elector of the District as specified in the registration list provided by the Boulder County Clerk and Recorder as of the date that is one hundred fifty (150) days prior to the election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S., and (2) by any one of the following means: publication, as defined in Section 1-13.5-501(2), C.R.S.; including the notice as a prominent part of an informational mailing sent by the District to the eligible electors of the District; posting the information on the official website of the District; or, if permitted under Section 1-13.5-501(1.7)(b)(IV), C.R.S., posting the notice in at least three public places within the boundaries of the District and, in addition, in the office of the Clerk and Recorder of Boulder County; and

**WHEREAS**, Section 1-13.5-1104(2), C.R.S. requires the Designated Election Official to supervise the distributing, handling, and counting of ballots and the survey of returns, and to take the necessary steps to protect the confidentiality of the ballots cast and the integrity of the election; and

**WHEREAS**, Section 1-13.5-1004(1), C.R.S. provides that the Designated Election Official shall keep a list of names of eligible electors who have applied for absentee voters’ ballots and those permanent absentee voters placed on the list pursuant to Section 1-13.5-1003(2), C.R.S., which list must contain certain other information as set out by statute; and

**WHEREAS**, Section 1-13.5-513(1), C.R.S. provides that if the only matter before the electors in an election is the election of persons to office and if, at the close of business day on the sixty-third (63<sup>rd</sup>) day before the election or at any time thereafter, there are not more candidates than offices to be filled at the election, the Designated Election Official shall cancel the election and declare the candidates elected if so instructed by resolution of the governing body; and

**WHEREAS**, Section 1-11-103(3), C.R.S. provides that if an election is cancelled pursuant to Section 1-13.5-513(1), C.R.S., the District shall file notice and a copy of the resolution of such cancellation with the Colorado Division of Local Government (the “Division”); and

**WHEREAS**, Sections 1-11-103(3) & 32-1-104(1), C.R.S. require the District to certify to the Division the results of any election held by the District and include the District’s business address, telephone number, and contact person; and

**WHEREAS**, the Board desires to call the Election and set forth herein the procedures for conducting the Election as authorized by the Election Laws.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT THAT:**

1. The Board hereby calls the regular election of the eligible electors of the District to be held on May 6, 2025 (as previously defined, the “Election”) between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Election Laws, for the purpose of electing two (2) Directors to serve a four-year term on the Board, as such numbers may change due to one or more vacancies arising on the Board after the adoption of this Resolution and prior to the Election. The Election shall be conducted as an independent mail ballot election, pursuant to Part 11 of the Local Government Election Code.

2. Pursuant to Section 32-1-804(2), C.R.S., the Board hereby names Stacie L. Pacheco of Icenogle Seaver Pogue, P.C. as Assistant Secretary to the District for purposes of the Election, who shall be the Designated Election Official for the Election. The Board hereby directs the District’s General Counsel to oversee the general conduct of the Election and authorizes the Designated Election Official to take all other action necessary for the proper conduct thereof. The Designated Election Official shall act as the primary contact with the Clerk and Recorder of Boulder County, Colorado and shall be primarily responsible for ensuring the proper conduct of the Election, including, but not limited to, distributing, handling, and counting of ballots and the survey of returns, taking the necessary steps to protect the confidentiality of the ballots cast and the integrity of the Election, appointing election judges as necessary, appointing the board of canvassers, arranging for the required notices of the Election and printing of ballots, maintaining a permanent absentee voter list, and directing that all other appropriate actions be accomplished.

3. The Board hereby directs the Designated Election Official to provide public notice of a call for nominations for the Election in accordance with the requirements of Section 1-13.5-501, C.R.S., which shall include information regarding the director offices to be voted upon at the Election, where a self-nomination and acceptance form or letter may be obtained, the deadline for submitting the self-nomination and acceptance form or letter to the Designated Election Official, and information on obtaining an absentee ballot. The notice shall be emailed to each active registered elector of the District as specified in the registration list provided by the Boulder County Clerk and Recorder as of the date that is one hundred fifty (150) days prior to the date of the Election or, if no email address is on file, by mail as provided in Section 1-13.5-501(1.7), C.R.S. In addition, public notice shall be provided by posting the information on the official website of the District.

4. Pursuant to Section 1-13.5-1002(1)(b), C.R.S., applications for absentee voter’s ballots may be filed at the Designated Election Official’s office (at such address noted in Paragraph 5 below), between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 29, 2025).

5. Pursuant to Section 1-13.5-303, C.R.S., any person who desires to be a candidate for the office of director must file a self-nomination and acceptance form or letter, signed by the

candidate and by an eligible elector of the State as a witness to the signature of the candidate, with the Designated Election Official no later than 5:00 P.M. on the day that is sixty-seven (67) days prior to the Election (February 28, 2025). On the date of signing the self-nomination and acceptance form or letter, a candidate for director shall be an eligible elector of the District pursuant to Section 32-1-103(5), C.R.S. Self-nomination and acceptance forms are available at the Designated Election Official's office located at 4725 S. Monaco St., Suite 360, Denver, Colorado 80237.

6. Pursuant to Sections 1-13.5-513(1)&(6), C.R.S., the Board hereby authorizes and directs the Designated Election Official to cancel the Election and declare the candidates elected if, at the close of business on the sixty-third (63<sup>rd</sup>) day before the Election (March 4, 2025), there are not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates, and so long as the only ballot questions are for the election of candidates. The Board further authorizes and directs the Designated Election Official to file cancellation notices with the Boulder County Clerk and Recorder's Office and with the Division, to post notice of the cancellation in the office of the Designated Election Official, and to provide notice by publication of the cancellation of the Election. The Designated Election Official also shall notify the candidates that the Election was cancelled and that they were elected by acclamation.

7. In accordance with Sections 1-11-103(3) & 32-1-104(1), C.R.S., the District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including the District's business address, telephone number, and contact person within thirty (30) days after the Election (June 5, 2025).

8. The Designated Election Official and the officers, agents, consultants, and employees, if any, of the District are hereby authorized and directed to take all action necessary or appropriate to effectuate the provisions of this Resolution.

9. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board, the Designated Election Official, and the officers, agents, consultants, and employees, if any, of the District, and directed toward holding the Election for the purposes stated herein are hereby ratified, approved, and confirmed.

10. All prior acts, orders, or resolutions, or parts thereof, by the District in conflict with this Resolution are hereby repealed, except that this repealer shall not be construed to revive any act, order, or resolution, or part thereof, heretofore repealed.

11. If any section, paragraph, clause, or provision of this Resolution shall be adjudged to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining sections, paragraphs, clauses or provisions of this Resolution, it being the intention that the various parts hereof are severable.

12. The District shall be responsible for the payment of any and all costs associated with the conduct of the Election, including its cancellation.

13. This Resolution shall take effect on the date and at the time of its adoption.

*(Signature Page Follows.)*

Whereupon, a motion was made and seconded, and upon a majority vote, this Resolution was approved by the Board.

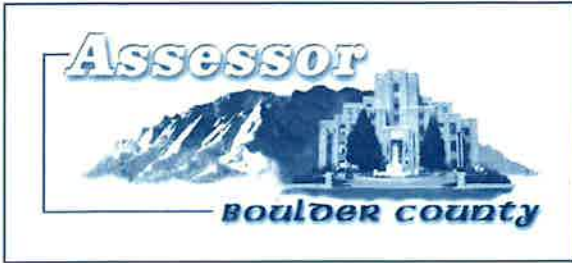
**ADOPTED AND APPROVED THIS 28TH DAY OF OCTOBER, 2024.**

**MOUNTAIN BROOK METROPOLITAN  
DISTRICT**

---

Kevin Mulshine, President





**Cynthia Braddock**

PO Box 471, 13<sup>th</sup> and Pearl  
Boulder, Colorado 80306-0471

Phone: (303) 441-3530

FAX: (303) 441-4996

[www.BoulderCountyAssessor.org](http://www.BoulderCountyAssessor.org)



August 22, 2024

Mountain Brook Metropolitan District  
Icenogle Seaver Pogue  
4725 S Monaco St Ste 360  
Denver, CO 80237

This is to certify that, as of August 22nd, per C.R.S. 39-5-128(1) the assessed value of the Mountain Brook Metropolitan District, for the purpose of taxation for the year 2024 is:

5,291,148

This valuation is subject to change by the County Board of Equalization (C.R.S. 39-8-107(2)), the State Board of Assessment Appeals (C.R.S. 39-2-125), the State Board of Equalization (C.R.S. 39-9-103), and the correction of errors by the Assessor or Treasurer (C.R.S. 39-5-125.2).

Values listed in the enclosed Certification letter are **preliminary values and should not be used to determine your budget and/or mill levy for next year.**

These values reflect reductions in value for SB24-233. Values may shift depending on any possible special legislative session or the outcomes of ballot initiatives 50 and/or 108.

If you have any questions about the value or other information on this letter, need to update your district contact information please contact Erin Gray at [ergray@bouldercounty.org](mailto:ergray@bouldercounty.org).

Sincerely,

Cynthia Braddock  
Boulder County Assessor

County Tax Entity Code 076101

**CERTIFICATION OF VALUATION BY  
BOULDER COUNTY ASSESSOR**

DOLA LGID/SID \_\_\_\_\_ / \_\_\_\_\_

MBMD

New Tax Entity  YES  NO

Date: August 21, 2024

**NAME OF TAX ENTITY:** MOUNTAIN BROOK METROPOLITAN DISTRICT

**USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (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 :

1. PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION:	1. \$	<u>\$3,408,054</u>
2. CURRENT YEAR'S GROSS TOTAL ASSESSED VALUATION: ‡	2. \$	<u>\$5,291,148</u>
3. <u>LESS</u> TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	<u>\$0</u>
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	<u>\$5,291,148</u>
5. NEW CONSTRUCTION: *	5. \$	<u>\$2,525,152</u>
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	<u>\$0</u>
7. ANNEXATIONS/INCLUSIONS:	7. \$	<u>\$0</u>
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	<u>\$0</u>
9. NEW PRIMARY OIL AND GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.) ☐:	9. \$	<u>\$0</u>
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. \$	<u>\$2,420</u>
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. \$	<u>\$117,408</u>

‡ This value reflects personal property exemption 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 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 DLG52 & 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 :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	<u>\$51,942,564</u>
<b>ADDITIONS TO TAXABLE REAL PROPERTY</b>		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	<u>\$37,688,835</u>
3. ANNEXATIONS/INCLUSIONS:	3. \$	<u>\$0</u>
4. INCREASED MINING PRODUCTION: §	4. \$	<u>\$0</u>
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	<u>\$0</u>
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	<u>\$0</u>
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. \$	<u>\$0</u>

**DELETIONS FROM TAXABLE REAL PROPERTY**

8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	<u>\$0</u>
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	<u>\$0</u>
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	<u>\$367,321</u>

¶ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.  
\* Construction is defined as newly constructed taxable real property structures.  
§ Includes production from a new mines and increase 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:

TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY \$ \$0

IN ACCORDANCE WITH 39-5-128(1.5), C.R.S., THE ASSESSOR PROVIDES:

HB21-1312 VALUE OF EXEMPT BUSINESS PERSONAL PROPERTY (ESTIMATED): \*\* \$ \$0

\*\* The tax revenue lost 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.**

DLG 57 (Rev. 6/21)

**Mountain Brook Metropolitan District**  
**Proposed Budget**  
**General Fund**  
**For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>6/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ -	\$ 169,689	\$ 45,610	\$ 45,610	\$ 301,434
Revenues:					
Property taxes	78,267	170,403	176,651	176,700	204,106
Specific ownership taxes	9,134	8,511	3,456	7,000	7,000
Interest Income	7,450	-	4,934	10,000	5,000
District Fees	<u>34,836</u>	<u>-</u>	<u>101,024</u>	<u>200,000</u>	<u>-</u>
Total revenues	<u>129,687</u>	<u>178,914</u>	<u>286,065</u>	<u>393,700</u>	<u>216,106</u>
Total funds available	<u>129,687</u>	<u>348,603</u>	<u>331,675</u>	<u>439,310</u>	<u>517,540</u>
Expenditures:					
Accounting	13,854	17,000	7,268	14,000	14,000
Audit	5,600	-	-	5,800	6,400
Election	-	-	-	-	2,500
Insurance/ SDA Dues	3,141	4,000	3,324	3,325	4,000
Legal	43,126	35,000	19,253	45,000	45,000
Miscellaneous	72	1,500	40	100	100
Landscape	-	-	2,070	4,000	-
Utilities	-	-	3,945	8,000	-
Management	17,010	16,000	26,549	55,000	20,000
Treasurer's Fees	1,274	2,556	2,519	2,651	3,062
Contingency	-	270,265	-	-	20,000
Transfer to Special revenue fund current year					98,192
Transfer to Special revenue fund current year					301,434
Emergency Reserve	<u>-</u>	<u>2,282</u>	<u>-</u>	<u>-</u>	<u>2,852</u>
Total expenditures	<u>84,077</u>	<u>348,603</u>	<u>64,968</u>	<u>137,876</u>	<u>517,540</u>
Ending fund balance	<u>\$ 45,610</u>	<u>\$ -</u>	<u>\$ 266,707</u>	<u>\$ 301,434</u>	<u>\$ -</u>
Assessed valuation		<u>\$ 3,408,054</u>			<u>\$ 5,291,148</u>
Mill Levy		<u>50.000</u>			<u>38.575</u>

**Mountain Brook Metropolitan District**  
**Proposed Budget**  
**Capital Projects Fund**  
**For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>6/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ 3,409,034	\$ 3,289,034	\$3,537,987	\$ 3,537,987	\$ 112,987
Revenues:					
Developer advances	-	-	-	-	-
Interest income	169,687	75,000	50,346	75,000	10,000
Bond Proceeds	-	-	-	-	-
Total revenues	<u>169,687</u>	<u>75,000</u>	<u>50,346</u>	<u>75,000</u>	<u>10,000</u>
Total funds available	<u>3,578,721</u>	<u>3,364,034</u>	<u>3,588,333</u>	<u>3,612,987</u>	<u>122,987</u>
Expenditures:					
Issuance costs	-	-	-	-	-
Capital expenditures	40,734	3,364,034	2,530,089	3,500,000	122,987
Transfer to Debt Service	-	-	-	-	-
Total expenditures	<u>40,734</u>	<u>3,364,034</u>	<u>2,530,089</u>	<u>3,500,000</u>	<u>122,987</u>
Ending fund balance	<u>\$ 3,537,987</u>	<u>\$ -</u>	<u>\$ 1,058,244</u>	<u>\$ 112,987</u>	<u>\$ -</u>

**Mountain Brook Metropolitan District**  
**Proposed Budget**  
**Debt Service Fund**  
**For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>6/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ 2,195,240	\$ 1,708,365	\$ 1,746,985	\$ 1,746,985	\$ 1,262,110
Revenues:					
Property taxes	-	-	-	-	78,219
Specific ownership taxes	-	-	-	-	14,116
Interest Income	<u>101,620</u>	<u>12,000</u>	<u>44,963</u>	<u>65,000</u>	<u>20,000</u>
Total revenues	<u>101,620</u>	<u>12,000</u>	<u>44,963</u>	<u>65,000</u>	<u>112,335</u>
Total funds available	<u>2,296,860</u>	<u>1,720,365</u>	<u>1,791,948</u>	<u>1,811,985</u>	<u>1,374,445</u>
Expenditures:					
Bond interest expense	545,875	545,875	272,938	545,875	545,875
Trustee / paying agent fees	<u>4,000</u>	<u>6,000</u>	<u>-</u>	<u>4,000</u>	<u>6,000</u>
Total expenditures	<u>549,875</u>	<u>551,875</u>	<u>272,938</u>	<u>549,875</u>	<u>553,048</u>
Ending fund balance	<u>\$ 1,746,985</u>	<u>\$ 1,168,490</u>	<u>\$ 1,519,010</u>	<u>\$ 1,262,110</u>	<u>\$ 821,397</u>
Assessed valuation		<u>\$ 3,408,054</u>			<u>\$ 5,291,148</u>
Mill Levy		<u>0.000</u>			<u>14.783</u>
Total Mill Levy		<u>50.000</u>			<u>53.358</u>

**Mountain Brook Metropolitan District**  
**Proposed Budget**  
**Special Revenue Fund**  
**For the Year ended December 31, 2025**

	Actual <u>2023</u>	Adopted Budget <u>2024</u>	Actual <u>6/30/2024</u>	Estimate <u>2024</u>	Proposed Budget <u>2025</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Transfer from General fund	-	-	-	-	399,626
Interest Income	-	-	-	-	5,000
District Fees	-	-	-	-	200,000
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>604,626</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>604,626</u>
Expenditures:					
Gas and electric	-	-	-	-	15,000
Water	-	-	-	-	25,000
Winter Watering/Irrigation	-	-	-	-	10,000
Entrance monuments	-	-	-	-	2,500
Cluster boxes	-	-	-	-	500
Graffiti Removal	-	-	-	-	1,000
Landscape contract	-	-	-	-	40,000
Tree Care	-	-	-	-	10,000
Landscape Enhancements	-	-	-	-	10,000
Snow	-	-	-	-	20,000
Irrigation water	-	-	-	-	4,000
Community management	-	-	-	-	27,540
Administrative	-	-	-	-	4,590
Detention Pond & Ditch Maintena	-	-	-	-	5,000
Underdrain Maintenance	-	-	-	-	5,000
Billing	-	-	-	-	8,000
Pool Maintenance contract & Sup	-	-	-	-	30,000
Recreation Center Staffing/Secur	-	-	-	-	45,000
Alarm & Camera Monitoring	-	-	-	-	6,000
Court Maintenance	-	-	-	-	2,500
Parking Lot Maintenance	-	-	-	-	5,000
Fire pit maintenance	-	-	-	-	2,000
Improvements	-	-	-	-	5,000
Fitness Contract	-	-	-	-	10,000
Cleaning Contract	-	-	-	-	25,000
Play Equipment	-	-	-	-	960
Trail & Sidewalk Maintenance	-	-	-	-	5,000
Benches	-	-	-	-	2,600
Trash Receptacles	-	-	-	-	2,400
Picnic Tables	-	-	-	-	1,500
Shelters	-	-	-	-	2,500
Pet Stations	-	-	-	-	3,864
Contingency and reserve	-	-	-	-	267,172
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>604,626</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**RESOLUTION NO. 2024 – 10 - \_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT**  
**TO ADOPT THE 2025 BUDGET AND APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Mountain Brook Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2025 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, 2024, 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 October 28, 2024, 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 Mountain Brook Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Mountain Brook Metropolitan District for the 2025 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.

ADOPTED this 28TH day of OCTOBER, 2024.

---

Secretary

(SEAL)



EXHIBIT A  
(Budget)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Mountain Brook Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Mountain Brook Metropolitan District held on October 28, 2024.

By: \_\_\_\_\_  
Secretary

**RESOLUTION NO. 2024 - 10 - \_\_\_\_**  
**A RESOLUTION OF THE BOARD OF DIRECTORS**  
**OF THE MOUNTAIN BROOK METROPOLITAN DISTRICT**  
**TO SET MILL LEVIES**

WHEREAS, the Board of Directors of the Mountain Brook Metropolitan District (“District”) has adopted the 2025 annual budget in accordance with the Local Government Budget Law on October 28, 2024; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2025 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 Mountain Brook Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2025 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 2025 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 Boulder 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 28th day of October, 2024.

---

Secretary

(SEAL)

**EXHIBIT A**  
(Certification of Tax Levies)

I, Peggy Ripko, hereby certify that I am the duly appointed Secretary of the Mountain Brook Metropolitan District, and that the foregoing is a true and correct copy of the Certification of Mill Levies for the budget year 2025, duly adopted at a meeting of the Board of Directors of the Mountain Brook Metropolitan District held on October 28, 2024.

---

Secretary

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
MOUNTAIN BROOK METROPOLITAN DISTRICT**

A RESOLUTION APPROVING THE FOURTH AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT BETWEEN MOUNTAIN BROOK METROPOLITAN DISTRICT (THE “DISTRICT”) AND MOUNTAIN BROOK PARTNERS, LLC (“MBP”) FOR ORGANIZATION COSTS AND CAPITAL ADVANCES

WHEREAS, on August 24, 2020 (the “Original Effective Date”, the District and MBP entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements (the “2020 Agreement”), as amended by that First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 16, 2020 (the “First Amendment”), that Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated December 31, 2021 (the “Second Amendment”), and that Third Amendment Improvement Acquisition, Advance and Reimbursement Agreement dated October 24, 2022 (the “Third Amendment,” together with the 2020 Agreement, the First Amendment and the Second Amendment, the “Agreement”); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, in connection with the Third Amendment, the District refunded an existing subordinate promissory note and issued a 2022 Note to MBP to evidence the District’s reimbursement obligation to MBP pursuant to the terms of the Agreement; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, as amended by the Second Amendment and Third Amendment, MBP agreed to advance funds to the District through December 31, 2022 (the “Funding Obligation Term”) in an amount not to exceed Nine Million Dollars (\$9,000,000), (the “Maximum Principal Amount”), which constitutes the maximum amount that may be advanced or expended hereunder, notwithstanding any payment or prepayment of any portion of the funds advanced or expended since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further amended; and

WHEREAS, pursuant to Paragraph 11.A. of the Third Amendment, MBP’s obligation to construct, or cause to be constructed the Improvements in accordance with the Agreement shall terminate on December 31, 2023 (the “Termination Date”), unless the Termination Date is otherwise extended by the Parties via written amendment; and

WHEREAS, the MBP may construct Improvements for acquisition by District in fiscal year 2025, and the District may lack sufficient funds to pay for the Improvements at the time of acquisition, and desires to amend Paragraphs 5. and 11.A. to include Improvements that may be acquired by the District during fiscal year 2025; and

WHEREAS, the Parties further desire to clarify in the Agreement that all documents in the District's possession or which the District has a right to have in its possession pursuant to the Agreement, including documents submitted to the District by MBP, are subject to the Colorado Open Records Act; and

WHEREAS, pursuant to Paragraph 17 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, the Parties have renegotiated and desire to enter into a "Fourth Amendment to Improvement Acquisition, Advance and Reimbursement Agreement," as attached hereto as **Exhibit A** (the "Fourth Amendment"), to (i) clarify the use of funds constituting the Maximum Principal Amount, (ii) extend the Funding Obligation Term, (iii) modify the terms of Termination, and (iv) add provisions regarding documents associated with the Agreement and this Fourth Amendment as being subject to the Colorado Open Records Act.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF MOUNTAIN BROOK METROPOLITAN DISTRICT HEREBY RESOLVES AS FOLLOWS:

1. The Board of Directors hereby approves the Fourth Amendment, as attached hereto as **Exhibit A**, and authorizes the District's President to execute the same.
2. This Resolution shall take effect on the date and at the time of its adoption.

*(Signature Page Follows.)*

ADOPTED AND APPROVED THIS 28th DAY OF OCTOBER, 2024.

**MOUNTAIN BROOK METROPOLITAN  
DISTRICT**

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By: Kevin Mulshine, President



**EXHIBIT A**  
(To Resolution)

**FOURTH AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND  
REIMBURSEMENT AGREEMENT**

**FOURTH AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND  
REIMBURSEMENT AGREEMENT  
(Organization and Capital Costs)**

THIS FOURTH AMENDMENT TO IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT (the “Fourth Amendment”) is made and entered into as of this 24<sup>h</sup> day of October, 2024 (the “Effective Date”), by and between MOUNTAIN BROOK METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and MOUNTAIN BROOK PARTNERS, LLC, a Colorado limited liability company (“MBP”), collectively, the “Parties.”

**RECITALS**

WHEREAS, on August 24, 2020 (the “Original Effective Date”, the District and MBP entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with the acquisition and construction of Improvements (the “2020 Agreement”), as amended by that First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 16, 2020 (the “First Amendment”), that Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated December 31, 2021 (the “Second Amendment”), and that Third Amendment Improvement Acquisition, Advance and Reimbursement Agreement dated October 24, 2022 (the “Third Amendment,” together with the 2020 Agreement, the First Amendment and the Second Amendment, the “Agreement”); and

WHEREAS, unless otherwise defined herein, all capitalized terms used herein shall have the meaning given to them in the Agreement; and

WHEREAS, in connection with the Third Amendment, the District refunded an existing subordinate promissory note and issued a 2022 Note to MBP to evidence the District’s reimbursement obligation to MBP pursuant to the terms of the Agreement; and

WHEREAS, pursuant to Paragraph 5 of the Agreement, as amended by the Second Amendment and Third Amendment, MBP agreed to advance funds to the District through December 31, 2022 (the “Funding Obligation Term”) in an amount not to exceed Nine Million Dollars (\$9,000,000), (the “Maximum Principal Amount”), which constitutes the maximum amount that may be advanced or expended hereunder, notwithstanding any payment or prepayment of any portion of the funds advanced or expended since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further amended; and

WHEREAS, pursuant to Paragraph 11.A. of the Third Amendment, MBP’s obligation to construct, or cause to be constructed the Improvements in accordance with the Agreement shall terminate on December 31, 2023 (the “Termination Date”), unless the Termination Date is otherwise extended by the Parties via written amendment; and

WHEREAS, the MBP may construct Improvements for acquisition by District in fiscal year 2025, and the District may lack sufficient funds to pay for the Improvements at the time of acquisition, and desires to amend Paragraphs 5. and 11.A. to include Improvements that may be acquired by the District during fiscal year 2025; and

WHEREAS, the Parties further desire to clarify in the Agreement that all documents in the District's possession or which the District has a right to have in its possession pursuant to the Agreement, including documents submitted to the District by MBP, are subject to the Colorado Open Records Act; and

WHEREAS, pursuant to Paragraph 17 of the Agreement, the Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and MBP; and

WHEREAS, the Parties have renegotiated and desire to enter into this Fourth Amendment to (i) clarify the use of funds constituting the Maximum Principal Amount, (ii) extend the Funding Obligation Term, (iii) modify the terms of Termination, and (iv) add provisions regarding documents associated with the Agreement and this Fourth Amendment as being subject to the Colorado Open Records Act.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein contained, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the District and MBP agree to amend the Agreement as follows:

## **COVENANTS AND AGREEMENTS**

1. The Parties hereby amend and restate Paragraph 5 of the Agreement in its entirety as follows:

5. Advances for Construction of Improvements. The Parties acknowledge that the District may construct certain Improvements to serve the Mountain Brook development and lacks sufficient funds to pay the costs associated with the construction of such Improvements. MBP hereby agrees to advance such funds to the District, in one or more installments or expend such funds on behalf of the District as further provided herein, provided that in no event shall the total amount that MBP must advance to the District or expend on behalf of the District exceed Nine Million Dollars (\$9,000,000), (the "Maximum Principal Amount"). The Maximum Principal Amount constitutes the maximum amount that may be advanced or expended hereunder, and shall include, in addition to advances to the District to construct Improvements as set forth herein, any and all amounts owed by the District to MBP for Certified District Eligible Costs as determined pursuant to Paragraph 4 of the Agreement, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further supplemented or amended. The Maximum Principal Amount shall be available to the District through December 31, 2025, which period shall constitute the "Funding Obligation Term" of this Agreement. The District's repayment obligation shall survive the Funding Obligation Term until MBP is repaid in full, provided that the District's repayment obligation shall terminate on the

date that is forty (40) years from the Service Plan Approval Date (i.e., October 7, 2059), even if any portion of the Maximum Principal Amount remains outstanding.

2. The Parties hereby amend and restate Paragraph 11 of the Agreement in its entirety as follows:

11. Termination.

A. MBP's obligation to construct, or cause to be constructed the Improvements, and/or to advance funds to the District or expend funds on the District's behalf in accordance with this Agreement, and any subsequent amendments thereto, shall terminate upon the expiration of the Funding Obligation Term, except to the extent that (i) advance requests have been made to MPH that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date, (ii) MBP has commenced, or caused to commence the construction of Improvements at the request of the District, in which case, MBP shall complete construction of such Improvements subject to the terms of the Agreement for acceptance and/or acquisition by the District, or (iii) the Funding Obligation Term has been extended by the Parties via written amendment, as provided in Paragraph 17 of this Agreement.

B. The District's obligations hereunder shall terminate upon the earlier of: (i) repayment in full of the Maximum Principal Amount or such lesser amount advanced or expended on its behalf hereunder if it is determined by the District that no further advances to the District shall be required and no further Improvements shall be constructed by MBP and acquired by the District hereunder, as evidenced pursuant to any Subordinate Note issued hereunder; or (ii) forty (40) years from the Service Plan Approval Date (i.e., October 7, 2059). Any amounts remaining outstanding on the 2022 Note, or any subsequent Note issued pursuant to any amendments to the Agreement, forty (40) years from the Service Plan Approval Date (i.e., October 7, 2059) shall be discharged with no further amounts due by the District.

3. The Parties hereby add the following Paragraph 25 to the Agreement:

25. Colorado Open Records Act.

A. Application of the Act. MBP acknowledges and agrees that all documents in the District's possession or which the District has a right to have in its possession pursuant to this Agreement, including documents submitted to the District by MBP in connection with this Agreement, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1 et seq., C.R.S., and MBP acknowledges that the District is required to abide by the Colorado Open Records Act, including honoring all proper public records requests made thereunder. MBP is advised to contact its legal counsel concerning the application of the Colorado Open Records Act to MBP's documents in the event of litigation regarding the same.

B. Confidential or Proprietary Materials. If MBP deems any document(s) which it submits to the District in connection with this Agreement to be confidential, proprietary, or otherwise protected from disclosure under the Colorado Open Records Act, then it shall appropriately label such document(s), and submit such document to the District together with a

written statement describing the material which is requested to remain protected from disclosure and the justification for such request. This request will either be approved or denied by the District; however, the District will make a good-faith effort to accommodate all reasonable requests, subject to the provisions of the Colorado Open Records Act.

C. Stakeholder. In the event of litigation concerning the disclosure of any document(s) submitted by MBP to the District in connection with this Agreement or which the District has a right to have in its possession pursuant to this Agreement, the District's sole involvement will be as a stakeholder retaining the document(s) or having a right thereto until otherwise ordered by the court, and MBP shall be fully responsible for otherwise prosecuting or defending any actions concerning the disclosure of the document(s) at its sole expense and risk.

4. Severability. If any clause or provision of this Fourth Amendment is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Fourth Amendment as a whole, but shall be severed herefrom, leaving the remaining clauses and provisions of the Fourth Amendment intact and enforceable.

5. Entire Agreement. Except as otherwise provided herein, the terms and provisions of the Agreement shall remain valid and in full force and effect. The Agreement and this Fourth Amendment, and 2022 Note constitute and represent the entire, integrated agreement between the District and MBP with respect to the matters set forth herein and therein, and hereby supersedes any and all prior negotiations, representations, agreements or arrangements of any kind with respect to those matters, whether written or oral. This Fourth Amendment shall become effective upon the Effective Date.

6. Counterparts. This Fourth Amendment may be executed in one or more counterparts, either electronically or by wet signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

*(Signature Page Follows.)*

IN WITNESS WHEREOF, the Parties hereto have executed this Fourth Amendment to be effective as of the Effective Date.

**MOUNTAIN BROOK METROPOLITAN  
DISTRICT**

\_\_\_\_\_  
By: Kevin Mulshine, President

**MOUNTAIN BROOK PARTNERS, LLC,**  
a Colorado limited liability company

\_\_\_\_\_  
By: Kevin Mulshine, President



**PUSH PEDAL PULL**  
 the exercise equipment experts  
 PUSH PEDAL PULL  
 303-945-6060/720-222-1191  
 6850 N Broadway, Units C & D  
 Denver CO 80221  
 Cell / Text: (720) 347-7253  
 gcornyn@pushpedalpull.com

**Purchase Recommendation**

Page 1 of 3

Prepared by: **Gloria Cornyn**

Quote Date	Quote #
09/26/2024	118072

Billing Address	Shipping Address
Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503	Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503

Account No.	Customer Email
1900106582 Mountain Brook Partners	jmhinson@me.com

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
9995			Cardio Equipment					
73887	PRECOR	PHRCT83...	TRM 835.V2 TREADMILL EXP - P31 (BLACK) C/SN: ANJC		3	9,795.00	6,219.44	18,658.32
73889	PRECOR	PHRCE83...	EFX 835.V2 ELLIPTICAL EXP - P31: MOVING ARMS (BLACK) C/SN: AARJ		2	8,545.00	5,575.00	11,150.00
74806	PRECOR	PHRCS83...	SCL 835 STAIRCLIMBER BLACK - P31		1	9,945.00	6,720.27	6,720.27
73894	PRECOR	PHRCB83...	RBK 835 RECUMBENT BIKE EXP - P31 (BLACK) C/SN: AKDD		1	4,575.00	4,575.00	4,575.00
76250	CONCEPT 2	2712-US	CONCEPT2 MODEL D INDOOR ROWER W/PM5 BLACK (STANDARD 14")		1	1,200.00	1,156.72	1,156.72
50290	PELTON	PELTON	PELTON COMMERCIAL BIKE INCLUDES: *3 YEAR WARRANTY *1 MAT *PAIR OF DUMBBELLS		2	2,995.00	2,995.00	5,990.00
50169	PELTON	1 YR SUB...	PELTON SUBSCRIPTION (1 YEAR PREPAID)		2	528.00	528.00	1,056.00
77928	TRX	TRXPRO4	PRO SUSPENSION TRAINER 4		2	249.95	178.54	357.08
74636	TKO STRE...	262PLBS	3-IN-1 SOFT PLYO BOX SET 262PLBS		1	390.00	278.57	278.57
25063	TRX	TRX-WTJ...	PLASTIC HANDLE JUMP ROPE		2	17.95	12.83	25.66
78244	TRX	EXROPE-30	CONDITIONING ROPE 1.5"X30'		1	118.95	84.97	84.97

**Standard Terms and Conditions:**  
 1) 50% deposit and signed P.O. with order. Balance due before delivery.  
 Send Payment To:  
 2306 W 41st St.  
 Sioux Falls, SD 57105  
 2) Additional delivery fees may apply for additional trips.  
 3) Prices are subject to change 14 days after the quote date.  
 4) There will be a 2% monthly service charge on all overdue accounts. Buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.  
 5) The quote is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.  
 6) Clerical errors are subject to correction.  
 7) Buyer agrees to promptly file claim for all goods damaged in transit.  
 8) We have a 30-day limited exchange policy with the exception of damaged or defective goods. This policy excludes exchanges on special orders and accessories. Merchandise must be in "like new" condition.  
 9) There will be a 20% restocking fee on merchandise cancellations or returns. Delivery, Set-Up and Freight will not be refunded.

<b>Subtotal \$:</b>	<b>58,397.32</b>
<b>Sales Tax \$:</b>	<b>0.00</b>
<b>Total \$:</b>	<b>58,397.32</b>

**Acceptance of Proposal:**  
 These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.  
 A 3% fee will be assessed on all credit card payments.

Date:  
  
 P.O. Number:

Authorized Signature:  
  
 Print Signature:

# Purchase Recommendation

Page 2 of 3

PUSH PEDAL PULL  
 303-945-6060/720-222-1191  
 6850 N Broadway, Units C & D  
 Denver CO 80221

Prepared by: **Gloria Cornyn**

gcornyn@pushpedalpull.com

Quote Date	Quote #
09/26/2024	118072

Billing Address	Shipping Address
Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503	Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
20143	TKO STRE...	857KBV-5	5# VINYL DIPPED KETTLEBELL		1	17.50	12.50	12.50
20144	TKO STRE...	857KBV-10	10# VINYL DIPPED KETTLEBELL		1	35.00	25.00	25.00
20145	TKO STRE...	857KBV-15	15# VINYL DIPPED KETTLEBELL		1	52.50	37.50	37.50
71268	TKO STRE...	857KBV-20	20# VINYL DIPPED KETTLEBELL		1	70.00	50.00	50.00
74516	TKO STRE...	857KBV-25	25# VINYL DIPPED KETTLEBELL		1	87.50	62.50	62.50
74433	TKO STRE...	857KBV-30	30# VINYL DIPPED KETTLEBELL		1	105.00	75.00	75.00
71269	TKO STRE...	857KBV-35	35# VINYL DIPPED KETTLEBELL		1	122.50	87.50	87.50
25154	TKO STRE...	857KBV-40	40# VINYL DIPPED KETTLEBELL		1	140.00	100.00	100.00
71270	TKO STRE...	857KBV-50	50# VINYL DIPPED KETTLEBELL		1	120.00	85.71	85.71
77570	POWER SY...	98558	METAL WALL MOUNTED MAT RACK		1	50.50	43.29	43.29
9995			TO BE INSTALLED BY CONTRACTOR					
70105	POWER SY...	93830	PREM HANGING CLUB MAT 56X23X5/8"-BLK		5	55.50	51.14	255.70
20096	TKO STRE...	820TCB	28" CHROME CURL BAR W/ POLYURETHANE		1	78.00	78.00	78.00
25047	TKO STRE...	820TR	24" TRICEPS ROPE		1	22.00	15.71	15.71
72147	ESCAPE	EST-RTL1	RESISTANCE TUBE 01		2	22.00	17.29	34.58
72148	ESCAPE	EST-RTL2	RESISTANCE TUBE 02		2	23.00	18.07	36.14
72149	ESCAPE	EST-RTL3	RESISTANCE TUBE 03		2	24.00	18.86	37.72
25063	TRX	TRX-WTJ...	WEIGHTED JUMP ROPE		1	39.95	30.74	30.74



# Purchase Recommendation

Page 3 of 3

PUSH PEDAL PULL  
 303-945-6060/720-222-1191  
 6850 N Broadway, Units C & D  
 Denver CO 80221

Prepared by: **Gloria Cornyn**

gcornyn@pushpedalpull.com

Quote Date	Quote #
09/26/2024	118072

Billing Address	Shipping Address
Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503	Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
8855	HEDSTROM	10850-1P	BOSU PRO BALANCE TRAINER		1	189.99	181.43	181.43
20190	TKO STRE...	509CMB-6	6# COMMERCIAL MED BALL		1	36.00	25.71	25.71
20191	TKO STRE...	509CMB-8	8# COMMERCIAL MED BALL		1	44.00	31.43	31.43
20192	TKO STRE...	509CMB-10	10# COMMERCIAL MED BALL		1	54.00	38.57	38.57
9977		DEL	DELIVERY/INSTALLATION		1		3,000.00	3,000.00
9901		FC	FREIGHT COMMERCIAL		1		4,000.00	4,000.00



**PUSH PEDAL PULL**  
 the exercise equipment experts  
 PUSH PEDAL PULL  
 303-945-6060/720-222-1191  
 6850 N Broadway, Units C & D  
 Denver CO 80221  
 Cell / Text: (720) 347-7253  
 gcornyn@pushpedalpull.com

**Purchase Recommendation**

Page 1 of 2

Prepared by: **Gloria Cornyn**

Quote Date	Quote #
09/26/2024	118073

Billing Address	Shipping Address
Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503	Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503

Account No.	Customer Email
1900106582 Mountain Brook Partners	jmhinson@me.com

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
9995			SelectORIZED Strength Equipment					
74466	PRECOR	PWGTSG...	FTS GLIDE FUNCTIONAL TRAINER - BLACK PEARL		1	4,395.00	3,022.22	3,022.22
74088	PRECOR	RSL602	RESOLUTE LEG PRESS	blk/allspice	1	7,000.00	5,294.44	5,294.44
74092	PRECOR	RSL619	RESOLUTE SEATED LEG CURL	blk/allspice	1	5,300.00	4,372.22	4,372.22
50351	PRECOR	RMS 304	LAT PULLDOWN W/ALL SPICE UPHOLSTERY	blk/allspice	1	2,950.00	2,141.33	2,141.33
50357	PRECOR	RMS 302	LOW ROW W/ALL SPICE UPHOLSTERY	blk/allspice	1	3,350.00	2,432.00	2,432.00
50372	PRECOR	RMS 904	QUAD TOWER	blk	1	1,600.00	1,161.33	1,161.33
50361	PRECOR	RMS 212	TRICEPS PUSHDOWN	blk	1	2,050.00	1,488.00	1,488.00
50366	PRECOR	RMS 905	ADJUSTABLE PULLEY W/BLACK UPHOLSTERY		1	2,850.00	0.00	0.00
25028	TAG FITNE...	RCK-HDR...	TAG 3 TIER HORIZONTAL DUMBBELL RACK HOLDS 5-75 SET		1	1,138.00	790.28	790.28
71552	PRECOR	DBR119	DISCOVERY MULTI-ADJUSTABLE BENCH	blk allspice	2	1,250.00	940.28	1,880.56
71554	PRECOR	DBR611	DISCOVERY HALF RACK	silver	1	2,600.00	1,945.83	1,945.83
74336	TKO STRE...	803OR-45	45LB. RUBBER DUAL OLYMPIC GRIP PLATE		6	135.00	96.43	578.58

**Standard Terms and Conditions:**  
 1) 50% deposit and signed P.O. with order. Balance due before delivery.  
 Send Payment To:  
 2306 W 41st St.  
 Sioux Falls, SD 57105  
 2) Additional delivery fees may apply for additional trips.  
 3) Prices are subject to change 14 days after the quote date.  
 4) There will be a 2% monthly service charge on all overdue accounts. Buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.  
 5) The quote is computed to be performed during regular business hours. Any special request by the buyer necessary to complete work will be paid by the buyer.  
 6) Clerical errors are subject to correction.  
 7) Buyer agrees to promptly file claim for all goods damaged in transit.  
 8) We have a 30-day limited exchange policy with the exception of damaged or defective goods. This policy excludes exchanges on special orders and accessories. Merchandise must be in "like new" condition.  
 9) There will be a 20% restocking fee on merchandise cancellations or returns. Delivery, Set-Up and Freight will not be refunded.

<b>Subtotal \$:</b>	<b>43,038.20</b>
<b>Sales Tax \$:</b>	<b>0.00</b>
<b>Total \$:</b>	<b>43,038.20</b>

**Acceptance of Proposal:**  
 These prices, specifications, and conditions are satisfactory and are hereby accepted. I am authorized to order the equipment listed with full understanding of the payment terms.  
 A 3% fee will be assessed on all credit card payments.

Date:	Authorized Signature:
P.O. Number:	Print Signature:

# Purchase Recommendation

Page 2 of 2

PUSH PEDAL PULL  
 303-945-6060/720-222-1191  
 6850 N Broadway, Units C & D  
 Denver CO 80221

Prepared by: **Gloria Cornyn**

gcornyn@pushpedalpull.com

Quote Date	Quote #
09/26/2024	118073

Billing Address	Shipping Address
Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503	Mountain Brook Metropolitan District John Hinson//904-945-8636 2901 south Flat Circle Longmont CO 80503

Item #	MFR	MODEL	Description	Color	Qty	MSRP	Price	Extended
74335	TKO STRE...	803OR-35	35LB. RUBBER DUAL OLYMPIC GRIP PLATE		4	105.00	75.00	300.00
74334	TKO STRE...	803OR-25	25LB. RUBBER DUAL OLYMPIC GRIP PLATE		4	75.00	53.57	214.28
74333	TKO STRE...	803OR-10	10LB. RUBBER DUAL OLYMPIC GRIP PLATE		4	30.00	21.43	85.72
74332	TKO STRE...	803OR-5	5LB. RUBBER DUAL OLYMPIC GRIP PLATE		6	15.00	10.71	64.26
9093	TKO STRE...	143SCO-...	2" OLY QUICK CLIP COLLARS (PAIR)		1	11.00	7.86	7.86
78746	TAG FITNE...	BAR-7' HI...	7' 1500# TEST OLYMPIC BAR CHROME SLEEVE & BLACK OXIDE		1	398.00	284.29	284.29
9995			Group Exercise					
NEW	PUSHP	JPTA	Customized Escape HIT HUB w/storage Free Standing with 3 shelves  Requires a 10ft 2 ceiling.		1	0.00	8,255.00	8,255.00
9977		DEL	DELIVERY/INSTALLATION		1		4,720.00	4,720.00
9901		FC	FREIGHT COMMERCIAL		1		4,000.00	4,000.00



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: September 23, 2024

RE: Notice of 2025 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 (2.5%) 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.

**From:** Altitude Community Law <hoalaw@altitude.law>  
**Sent:** Thursday, October 10, 2024 4:36 PM  
**To:** Peggy Ripko <pripko@sdmsi.com>  
**Subject:** 2025 Fee Notice for Mountain Brook Metropolitan District



## 2025 NOTICE OF LEGAL SERVICES AND FEE SUMMARY

The following is a summary of fees and charges for legal services being offered by Altitude Community Law P.C. for 2025. For more details, contact your Primary Attorney or email us today at [hoalaw@altitude.law](mailto:hoalaw@altitude.law).

**No signature is required at this time, as this is a notice only.**

**Existing clients will be billed at our new 2025 rates effective with their January billing.**

**Please note: We do not accept credit card payments for legal services.**

**Clients remain on their current billing structure (retainer/non-retainer, etc.) until we are notified otherwise.**

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Our retainer programs reduce your association's legal expenditures and simplify the budgeting process by establishing a fixed monthly fee. This fee purchases the essential legal services your association requires, making us available to you as needed. We offer three retainer packages to better fit your needs.

#### RETAINER SERVICES AND BENEFITS

For a monthly fee of \$275, retainer clients receive the following legal services and benefits without further charges:

Phone Calls. We will engage in unlimited telephone consultations with a designated board member or association manager regarding legal and other questions and status of ongoing work we are performing for you, exclusive of litigation, foreclosure, covenant enforcement, and document amendments. Written consultations/communications such as emails, written correspondence, and calls with multiple board members at the same time will be billed at our reduced hourly rates, as will our time to review governing documents, correspondence, etc., if necessary to answer a question.

Reduced Hourly Rates. For legal services billed hourly beyond what is included in the retainer, we will provide those services at \$20 per hour less than our non-retainer rates for attorneys, \$10 per hour less than our non-retainer rates for paralegals, and \$5 per hour less than our non-retainer rates for legal assistants.

In-Office Consultation. We will meet with a designated board member and/or the association's manager in our office or virtually for 30 minutes on any new matter. If the meeting extends beyond the 30 minutes, you will be billed at our reduced hourly rates.

Attendance at Board Meeting. At your request, we will attend one board meeting per twelve-month period for up to one hour. While our attendance at said board meeting is provided at no charge to retainer clients, we will bill at our reduced hourly rate for travel time to and from the Altitude office location that is closest to the meeting/court appearance. As a retainer client, we will prioritize attending the board meeting of your choosing. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

Audit Response Letter. We will prepare a letter to your financial auditor in connection with your annual audit indicating pending or threatened litigation. We will also review your annual financial audit upon completion.

Periodic Report. We will prepare and file your periodic report with the Secretary of State if you have designated us as your registered agent.

DORA Renewal. We will prepare and file your renewal report with DORA if requested.

Credit Card Payments. For Retainer clients, we will accept homeowner payments via credit card.

#### RETAINER PLUS SERVICES AND BENEFITS

For a monthly fee of \$350, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer clients, Retainer Plus clients will receive the following additional services:

Email Consultations. We will engage in 30 minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

#### PREMIUM RETAINER SERVICES AND BENEFITS

For a monthly fee of \$600, we will provide the following legal services and benefits without further charges:

In addition to the services provided to Retainer and Retainer Plus clients, Premium Retainer clients will receive the following additional services:

Email Exchanges. We will engage in 90 minutes of email consultations every month with a designated board member and the association's manager regarding legal and other questions and the status of ongoing work that we are performing on your behalf, exclusive of litigation, foreclosure, covenant enforcement, and document amendment matters. Additional written consultations and communications will be billed at our

reduced hourly rates. If it is necessary to review governing documents, correspondence, etc. to answer a question, you will be billed at our reduced hourly rates.

Attendance at One Additional Board Meeting per Year. At your request, we will attend a total of two board meetings per twelve-month period for up to one hour each. While our attendance at said board meetings is provided at no charge to retainer clients, we will bill at our reduced hourly rate for travel time to and from the Altitude office location that is closest to the meeting/court appearance if in-person attendance is requested instead of virtually. If our attendance exceeds one hour, you will be billed at our reduced hourly rates.

#### RETAINER SERVICES GENERALLY

Clients on retainer will remain on their chosen level of retainer until we are notified otherwise in writing.

#### FIXED FEE SERVICES

Altitude Community Law offers fixed fee services. The association will pay Altitude Community Law (the Firm) for performance of the services as outlined in a proposal for services, plus costs. The association understands that it is not entering into an hourly fee agreement for that specified service, except as otherwise set forth. This means the Firm will devote such time to the matter as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

#### NON-RETAINER SERVICES AND BILLING TERMS

If you desire representation on a non-retainer basis, you will be billed hourly for all work performed unless a fixed fee (such as collection matters or amendment of documents) has been agreed to in advance. Our hourly rates for 2025 non-retainer clients are \$120 - \$160 for legal assistants/paralegals, \$350 - \$380 for attorneys. Non-retainer clients are billed hourly for all phone calls. Our attendance at meetings will be billed hourly. Our travel time to and from the attorney's primary office location will also be billed hourly if in-person attendance is requested instead of remote or virtual attendance.

#### TERMINATION OF REPRESENTATION

You may terminate our representation at any time by notifying us in writing and we may resign from representation by notifying you in writing. In either case, you understand that court or administrative rules may require us to obtain a judicial or administrative order to permit our withdrawal. We agree that upon receipt of your termination notice, we will take such action as is necessary to withdraw from representing you, including requesting any necessary judicial or administrative order for withdrawal. However, whether you terminate our representation, we cease performing further work and/or withdraw from representing you, as allowed under the Colorado Rules of Professional Conduct or for your failure to comply with the terms of this Agreement, you understand and agree that you continue to be responsible to us for the payment of all fees and expenses due and owing and incurred in withdrawing from representing you, including any fees and expenses we incur to obtain, and/or during the time we are seeking to obtain, any necessary judicial or administrative order to approve our withdrawal.

If you so request, we will send to you your files in an electronic format as soon as a particular matter is concluded. If you do not request your files, the firm will keep the files for a minimum of 10 years, after which it may retain, destroy or otherwise dispose of them.

#### PRIVACY POLICY

Attorneys, like other professionals who provide certain financial services, are now required by federal and state laws to inform their clients of their policies regarding privacy of client information. Attorneys have been and continue to be bound by professional standards of confidentiality that are even more stringent than those required by this new law. Thus, we have always protected the privacy of your confidential information.

In the course of providing legal services, we sometimes receive significant nonpublic personal information from our clients. As a client of Altitude Community Law, you should know that all such information we receive from you is held in confidence. We do not disclose such information to anyone outside the firm except when required or authorized by applicable law or the applicable rules of professional conduct governing lawyers, or when authorized by you in writing.

We retain records relating to professional services that we provide so that we are better able to assist you with your professional needs and, in some cases, to comply with professional guidelines. In order to guard your nonpublic personal information, we maintain, physical, electronic and procedural safeguards that comply with our professional standards.

If you have any questions or would like more information about our privacy policies and practices, please let us know.

### GENERAL TERMS FOR ALL CLIENTS

We represent the association as a corporate entity. We will take our direction for work as instructed by the board or by the manager on behalf of the board. We do not represent any individual board members or homeowners.

Clients are required to reimburse us for cost advances and other out-of-pocket expenses. Reimbursement is made at actual cost for outside charges such as court recording fees, filing fees, service of process charges, computerized legal research, expert witness fees, title searches, deposition reporting and transcription fees, outside photocopying, etc. Typically, we do not charge for internal photocopies, faxes, postage and long-distance telephone calls unless these charges are extraordinary. We provide monthly statements for services and expenses incurred. Unless other arrangements are made and agreed upon in writing, all charges are due and payable upon your receipt of the statement. A finance charge of 12% per annum may be imposed upon any amount not paid within 30 days of becoming due. Fees may be modified upon 30 days prior written notice. If it becomes necessary to file suit to recover unpaid attorney fees, the prevailing party shall be entitled to receive its attorney fees.

In the event we have not been provided with, or our files do not contain, all of the recorded documents of the association, we retain the right to obtain any such recorded documents to supplement our file without association approval and at the association's cost. The association's cost will include, but not be limited to, hourly charges for procuring the documents and copying or downloading costs. In order to provide you with the most efficient and effective service we will unless otherwise directed, work through your manager if appropriate.

Please see Exhibit A to Legal Services and Fee Summary Agreement for 2025 Legal Collection Services.

Should you have any questions, please do not hesitate to call any of our attorneys. We are happy to answer any of your questions or meet with you at no charge to discuss our services and fees in greater detail

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## EXHIBIT A TO LEGAL SERVICES AND FEE SUMMARY AGREEMENT FOR 2025 LEGAL COLLECTION SERVICES

### Fee Structure

This is a flat fee agreement for collection services. The Association will pay Altitude Community Law (the Firm) for performance of the services described below, plus costs. The Association understands that it is not entering into an hourly fee agreement for collection services, except as otherwise set forth below. This means the Firm will devote such time to the representation as is necessary, but the Firm's fee will not be increased or decreased based upon the number of hours spent.

The Association has the right to terminate the representation at any time and for any reason, and the Firm may terminate the representation in accordance with Rule 1.16 of the Colorado Rules of Professional Conduct. In the event that the Association terminates the representation without wrongful conduct by the Firm that would cause the Firm to forfeit any fee, or the Firm justifiably withdraws in accordance with Rule 1.16 from representing the Association, the Association shall pay, and the Firm shall be entitled to, the fee or part of the fee earned by the Firm as described in paragraph 1 above, up to the time of termination. If the representation is terminated between the completion of increments (if any), the Association shall pay a fee based on our standard hourly rate set forth in our standard fee agreement. However, such fees shall not exceed the amount that would have been earned had the representation continued until the completion of the increment, and in any event all fees shall be reasonable. Once the work is performed, the Fee will be deemed earned and is due upon receipt of an invoice.

### Case Intake, Review and Assessment - No charge

We do not charge you to review new collection cases and make recommendations. However, if we receive open collection files from another attorney, there will be a \$100 set-up and review fee per file

At the rates set here in, upon receiving a new turnover, we will perform the following work for due diligence and to put the Association in the best possible collection position: Assessment Lien Package (if a lien has not already been recorded),



Demand Letter, Public Trustee Search, and Bankruptcy Search. Next steps after this work depends on the homeowner's response, balance due, history, information acquired, and other factors.

#### Demand Letter - \$195

Preparation of a demand letter includes reviewing the ledger or equivalent record to ascertain the amounts owed including interest, late charges, fines and charge backs, if relevant, and review prior notice given to owner to meet statutory requirements; drafting and mailing the demand letter to the homeowner; follow-up, including telephone calls with the management company and homeowner, negotiation of an acceptable payment plan; follow up letter (as needed) to confirm payment arrangements. All correspondence other than the initial demand and payment plan letter is \$50 per letter (e.g., follow up demand letter, breach of payment plan letter).

#### Super Lien Demand Letter - \$110

Preparation of a demand letter post foreclosure includes reviewing ledger to ascertain amounts owed; verifying party to whom demand should be sent; drafting and mailing demand letter: or if request is received from a lender for the super lien amount, drafting a response. All discussions with the owner or lender after the letter are billed hourly.

#### Assessment Lien Package - \$110

This charge includes preparing both the lien and the lien release. It also includes verification of ownership with either the assessor's office or title company.

#### Lien Review - \$70

If your management company prepares and files liens, we will, on your behalf, review the lien to verify validity, compliance with law, and handle the recording and release of the lien in order to protect your association from liability.

#### Lawsuit: - \$455 plus costs

This charge includes preparing the summons and complaint, filing these papers with the court, appearing at the return date and obtaining default judgment. It also includes all negotiations and telephone conferences with the owners prior to an answer being filed with the court.

#### Lawsuit: Trial - Hourly rates apply

All preparation for trial and appearances in court are billed on an hourly basis. If the association prevails at trial, it can recover its attorney fees and costs from the delinquent owner.

#### Lawsuit: Eviction - Hourly rates apply

All preparation of eviction lawsuits, trials, and all appearances in court are billed on an hourly basis. If client requests assistance with drafting or posting notices, the services will also be billed hourly, or will be billed the actual costs thereof.

#### Interrogatories - \$130

We prepare and file a motion with the court to request the court to order an owner to answer a series of questions from us about the owner's assets. We will use the answer to help satisfy any judgment obtained by the association. We will also arrange for service of the order on the client and monitor and evaluate answers received from the owner.

#### Contempt Citation - \$155

If an owner fails to answer the interrogatories as ordered by the court, we will prepare and file all the necessary paperwork to require the owner to appear before the judge to explain why the questions were not answered. Appearances at court, including the Contempt Citation hearing and any continuances thereof, as well as bond return hearings will be billed on an hourly basis.

#### Garnishments - \$205 (each)

We will identify entities (usually banks, employers or tenants) which owe or have money of the owner and prepare documentation to be filed with the court to order the entity to release all or a portion of the money they hold for or are obligated to pay the owner to the association. We will arrange for service of the necessary documentation and will monitor for responses. Appearances at Court, including any hearings regarding the garnishment, will be billed on an hourly basis.

#### Payment Plans - \$135 - \$225 (each)

We will charge a fee depending upon the length of the payment plan to prepare the necessary documentation, monitor and process payments and close the file. Unless we are instructed otherwise, we may agree to payment plans of up to 24 months

with any homeowner. We request that interest and late fees not be added to the ledger during payment plans, as long as the homeowner pays as agreed. Monthly payments amounts are calculated based on no additional interest or late fees being incurred during the payment plan.

Motions and Responses - Hourly rates apply

Occasionally, certain motions may be necessary in a case in order to get the court to issue a ruling without further legal action. These will be prepared, filed, monitored and argued before the court, if necessary.

Outbound Phone Calls - \$55

Once we obtain a phone number for an owner, we will make up to 3 outbound calls to an owner to secure payment. All other calls with an owner will be at no charge.

Payoff Calculations - \$130

It is important for your management company or treasurer to confirm all payoff amounts with us prior to issuing status letters or advising owners of balances so that all legal costs and fees can be included. We will also insure that all fees necessary to close or dismiss a file are included. Rush charges do apply.

Monitoring Lender Foreclosure - \$220 (one-time charge)

It is important to monitor lender foreclosure through the sale and redemption period. We obtain periodic ownership and encumbrance reports, if needed, and routinely verify the status of the foreclosure action. We advise you of the association's rights and options throughout the process. Once a sale is completed, we advise the association of the new owner and the association's rights.

Monitoring Bankruptcy - \$230 Chapter 7; \$495 Chapter 13 (one-time charge)

We prepare and file a Proof of Claim, if necessary, monitoring the bankruptcy through discharge. Our services include reviewing the plan (if Chapter 13) to make sure it includes provisions for payment of pre- and post-petition assessments, and checking with the trustee and debtor's attorney to determine if property has been abandoned. If it becomes necessary to file any motion with the court, we charge fixed fees as follows:

Additional Proof of Claim: \$160

Motion to Dismiss: \$595

Motion for Relief from Stay: \$795

Objection to Plan: \$395

Objections to Confirmation: \$205 for Motion, then hourly if we proceed to an evidentiary hearing

Post-Petition Demand Letters to the bankruptcy attorney and owners: \$50

Motion for Late Filed Claim: \$395

Post-Petition Fees Notice: \$395

All preparation for and appearances in court are charged on an hourly basis.

Assessment Increase Notice - \$395

We prepare notice to bankruptcy court of any increase in ongoing debt owed to the association upon receipt of notice from you, including filing proof of claim and letter to bankruptcy attorney or debtor.

Public Trustee/Bankruptcy Search - \$30 (each)

Verifying whether a property is in foreclosure or subject to a bankruptcy before filing a lawsuit can save the association hundreds of dollars. So, we will search both the public trustee and bankruptcy records and then advise the association if different action is necessary.

Receiverships (County Court) - \$450 initial, then hourly. Costs are approximately \$250

We will prepare pleadings and appear in court to obtain appointment of a receiver to collect rents where the property is abandoned or being rented by the owner. Once appointed, we supervise disbursement of the monies collected by the receiver at an hourly rate.

Lien/Judicial Foreclosures (District Court) - Hourly rates apply

We recommend foreclosure be considered a viable collection remedy in all problem cases. Our fee is based on complexity of circumstances and should reflect value you will receive from monetary results of the foreclosure.

Lien Sales - \$1,000

We list all liens that are potentially available for sale on our website at <https://Altitude.Law/general-topics/liens-for-sale/> at no cost. In the event a lien is sold we collect our fee from the purchaser of the lien. In order to handle quickly, within the legal time limits, we reserve the right to sell liens, without prior approval if the purchase price is equal to or more than the balance due.

Intent to Redeem - \$1,500 plus costs

We prepare all documents necessary to file and execute an Intent to Redeem with Public Trustee.

Status Report - \$75/month (if not accessed electronically)

We provide online access to each association's collection status report. For more information please contact us. If your association chooses to have us prepare your status report, there will be a monthly fee.

Asset/Person Locations - \$25 - \$100

From time to time we must locate debtors and/or their assets in order to secure payment for you. We will use various databases for which there is a cost to us, to secure possible leads. This information is then reviewed and analyzed to develop the best strategy for quickly and efficiently securing payments.

Entry of Judgment - \$150 each

We will prepare Motion and Affidavit to obtain judgment on a stipulation if owner fails to complete it successfully.