

RECORD OF PROCEEDINGS

MINUTES OF THE REGULAR MEETING OF PARK CREEK METROPOLITAN DISTRICT

HELD JULY 22, 2021

The regular meeting of the Board of Directors (“Board”) of the Park Creek Metropolitan District (“Park Creek” or “District”) was held on Thursday, July 22, 2021 at 9:00 a.m. Due to the public health concerns, the meeting was held virtually via Zoom. Links and call-in information were provided.

ATTENDANCE

Directors in attendance:

King H. Harris, Chair
Rus Heise
James Chrisman
Brian Fennelly

Director absent (whose absence was excused):

John Moye

Also, in attendance:

Jan Bevier of Stapleton Development Corp.
Tammi Holloway of Stapleton Development Corp.
Diane Wheeler of Simmons & Wheeler
Barbara Neal, Public Art Consultant
Forrest Hancock of Brookfield Properties Development
Sarah French of Brookfield Properties Development
Keven Burnett of MCA
Kerry O’Connell of M.A. Mortenson
Shannon Gifford of City and County of Denver
Ty Holt of The Holt Group (special counsel)
Joseph Stanoch of CRL Associates
Megan Murphy of White Bear Ankele Tanaka & Waldron
(Westerly Creek Metropolitan District)
Micki L. Mills of Collins Cockrel & Cole
Sarah Luetjen of Collins Cockrel & Cole

RECORD OF PROCEEDINGS

NOTICE

It was noted that the agenda notice of the meeting had been properly posted as required by law.

CONFLICTS OF INTEREST

It was reported that Directors Chrisman and Fennelly had previously filed a Disclosure of Potential Conflict of Interest Statement with the Board and the Secretary of State in accordance with statutory requirements. Such conflicts arise from their employment relationships or officership or directorship positions with Forest City Stapleton, Inc., Forest City Stapleton Land, LLC or other subsidiaries of Forest City Enterprises, L.P. of its related entity, Brookfield Properties Development (collectively "Forest City"), the developer of property within the District and Westerly Creek Metropolitan District (together with the District, the "Districts"), including entering into various reimbursement, funding, management and service agreements with the District. Director Fennelly also disclosed his potential conflict of interest arising from his officership or directorship with the Master Community Association, Inc., which provides property management services for the District.

Directors Harris and Moye also have previously filed Disclosure of Potential Conflict of Interest Statements with the Board and the Secretary of State in accordance with statutory requirements. Such conflicts arise from their respective directorship or officership positions with Stapleton Development Corporation, a non-profit corporation, which is responsible for the disposition of the development property owned by the City and County of Denver ("City") within the Districts, including entering into agreements with the Districts and with SDC Services Corp., a subsidiary company, which provides administrative services to the Districts under the Professional Services Agreement.

All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting.

All Directors stated that the participation of at least three of them in

RECORD OF PROCEEDINGS

the meeting was necessary to obtain a quorum of the Board or otherwise enable the Board to act; that written disclosures of such potential conflicts of interest of each Director had been filed with the Board and the Secretary of State in accordance with statutory requirements; and that the nature of each Director's private interests related to their directorship or officership positions with either Forest City Stapleton, Inc., Forest City Stapleton Land, LLC or other subsidiaries of Forest City Enterprises, L.P, the Master Community Association, Inc., and Stapleton Development Corporation or SDC Services Corp. After each Director had summarily stated for the record the fact and nature of his private interests and had further stated that the determination to participate in voting or take any other action on any contract or other matter in which he may have a private interest would be made in compliance with Section 24-18-201(1)(b)(V), C.R.S., on an ad hoc basis, the Board turned its attention to the agenda items.

MINUTES

The Board reviewed the Minutes of the June 24, 2021 regular meeting and Executive Sessions. And the July 15, 2021 special meeting. Upon motion duly made, seconded and unanimously carried, the Board approved the Minutes of such meetings.

PUBLIC ART

The Board reviewed the Public Art Projects Update submitted by Ms. Neal, a copy of which is attached hereto. Ms. Neal requested approval of a change order for the Open House public art project in the Prickly Plume Park in the amount of \$9,738.00 for payment of the additional costs incurred by the artist for installation and storage expenses as a result of the District's postponement of the installation of the artwork. Upon motion duly made, seconded and unanimously carried, the Board accepted the Public Art Report. Upon motion duly made, seconded and unanimously carried the Board approved the change order for additional payments to the artist as described above.

RECORD OF PROCEEDINGS

TREASURER'S
REPORT

Ms. Bevier provided the financial report through June 30, 2021. After discussion and motion duly made, seconded and unanimously carried, the Board (i) accepted the Treasurer's Report and (ii) authorized the payment of all accounts, including current payables in conformance with budgetary appropriations, the encumbrance of all funds necessary for infrastructure projects, and the investment of any surplus funds.

DEVELOPMENT
MANAGER'S
REPORT

Mr. Hancock presented the change order approval recommendations, as reflected in the Development Manager's Report attached hereto and incorporated herein by this reference. The Board discussed the DBE % for Filing MF District IV Change Order 5 for Brightview Landscape Development. Upon motion duly made, seconded and unanimously carried, the Board approved the change order for Filing 57 and approved the change order for Filing MF District IV, subject to Chair's final approval of the minority participation, as reflected in the Development Manager's Report attached hereto. Mr. Hancock reported on various development issues.

LEGAL REPORT

There was no legal report.

EXECUTIVE
SESSION

Chair Harris then moved that the regular meeting of the Board be temporarily adjourned and that the Board reconvene in Executive Session for the sole purpose of providing direction to and receiving advice of special counsel on negotiations with Westerly Creek Metropolitan District in accordance with Section 24-6-402(4)(b) and (e), C.R.S. The motion was seconded and unanimously carried. The Board temporarily adjourned the regular meeting at 9:23 a.m. and reconvened in Executive Session.

The Board then reconvened in regular session at 10:06 a.m.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board, the meeting was adjourned.



Secretary for the Meeting

**NOTICE OF REGULAR MEETING OF THE BOARD OF DIRECTORS OF
PARK CREEK METROPOLITAN DISTRICT**

NOTICE IS HEREBY GIVEN that the regular meeting of the Board of Directors of the Park Creek Metropolitan District, City and County of Denver, Colorado, will be held on Thursday, July 22, 2021, at 9:00 a.m. Due to public health concerns, the meeting will be held virtually via Zoom. To join the meeting, please visit the following link or call one of the following phone numbers:

Please click this URL to join. <https://us02web.zoom.us/j/82626606224>
Or join by phone: US: +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782
or +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592
Webinar ID: 826 2660 6224

AGENDA

1. Public comment.
2. Disclosure of potential conflicts of interest.
3. Approval of Minutes of June 24, 2021 regular meeting and Executive Sessions and July 15, 2021 special meeting.
4. Public Art Report (Barbara Neal).
5. Treasurer's Report (Jan Bevier and Diane Wheeler).
 - Review and acceptance of current financial statements
 - Status of 2020 Audit
6. Development Manager's Report (Forrest Hancock).
 - Discussion and approval of project awards, contracts and change orders
 - Update on various discussions with City and DPS on TIF and Trunk Projects
7. Attorney's Report (Paul Cockrel).
8. Any other matter that may come before the Board.
9. Executive Session including determining negotiation positions (Section 24-6-402(4)(e), C.R.S.) and consultation (i) with District counsel regarding legal advice on Series 2021 Bond refinancing and (ii) with special counsel regarding legal advice on Westerly Creek Metropolitan District matters (Section 24-6-402(4)(b), C.R.S.).
10. Next Board meeting scheduled for August 26, 2021.

This meeting is open to the public, except for the Executive Session.

PARK CREEK METROPOLITAN DISTRICT

By /s/ James D. Chrisman
Secretary

July 15, 2021

MEMORANDUM

TO: The Board of the Park Creek Metropolitan District

FROM: Barbara Neal
Public Art Consultant for Central Park

RE: Public Art Projects Update

Ellipse I (East 29th Avenue and Xenia Street) *The Eye and the Horizon (After Monet)*

Commission: \$100,000
Artist: Ilan Averbuch (Long Island City, NY)
Completed. 2006
Monitor.

Northfield *Airfoils*

Commission: \$100,000
Artist: Patrick Marold (Denver, CO)
Completed. 2006
Monitor.

Central Park Recreation Center *Staplefield and Thought Balloons*

Commission: \$250,000
Artist Team: Walczak & Heiss (Marek Walczak, NY and Wesley Heiss, PA)
Completed. 2011
Monitor.

Thought Balloons commissioned by Arts and Venues Denver Public Art Program
Staplefield conveyed to the City and County of Denver in 2011 via an Assignment of Interest.

The website, <http://thoughtballoons.org/> will continue to solicit suggestions for dialogue text indefinitely.

Will assess the artworks in the Central Park Recreation Center when it's open.

F15 Pool *Conditional Reflections*

Commission: \$75,000
Artists: Jeanine Centuori and Russell Rock of UrbanRock Design (Los Angeles, CA)
Completed. 2008
Deaccessioned 2013

Eastbridge Town Center

Talking Parking Meters

Commission: \$100,000

Artists: Jim Green (Denver, CO) and Ryan Elmendorf (Denver, CO)

Completed. 2017

Monitor.

The estimate for repair, \$1,250.00 was accepted by PCMD. The sound technician will begin repairs this month.

Ellipse II (East 35th Avenue and Xenia Street)

The Picnic

Commission: \$110,000

Artist: Gerald Heffernon (Winters, CA)

Completed. 2009

Monitor.

Central Park Boulevard Median

Prairie Reef

Commission: \$150,000

Artist: Erick Johnson (Fort Collins, CO)

Completed. 2010

Monitor.

Maintenance and conservation work have been completed. Weep holes have been inserted in all the concrete bases to mitigate the moisture problems created by irrigation. The steel elements have been cleaned and received antioxidation treatment.

Community Garden

Garden Stories

Commission: \$75,000

Artist: Lars Stanley (Austin, TX)

Completed. 2009

Conveyed to the City and County of Denver 2009 via an Assignment of Interest.

Monitor.

Will continue to remind Arts and Venues that each of the elements in this artwork needs conservation.

Westerly Creek

Chorus

Commission: \$155,000

Artist: Thomas Sayre (Raleigh, NC)

Completed. 2010

Conveyed to the City and County of Denver 2011 via an Assignment of Interest.

Monitor.

Prairie Basin Park

Phantom Pavilion

Commission: \$175,000

Artist: Volkan Alkanoglu (Portland, OR)

Completed: 2018

Monitor.

No response to date from either Denver Parks or Arts and Venues regarding the missing ADA curbs. The ADA curbs have not been replaced.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

We await an estimate for replacement of the identification plaque.

Sandhills Prairie Park *Drift Inversion*

Commission: \$175,000

Artist: David Franklin (Indianola, WA)

Completed: 2017

Monitor.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

This artwork will need to be cleaned in 2022 to remove insect debris from the profiles adjacent to the lights.

North End Neighborhoods (north of 56th Avenue) *Wind Gate Art Suite*

The Five

First Light

Beyond the Plains

Commission: \$300,000

Artist: Rodrigo Nava (Putney, VT)

Completed: 2019

Monitor.

No update is available as yet from Michael Chavez, Public Art Manager for Arts and Venues regarding completion of the Assignment of Interest process for transferring this artwork to the City.

By August 1st we expect to have a firm date for when the artist will come to Denver to expand and install the donated sculpture for the North End Park in Filing 57.

Prickly Plume Park *Open House*

Commission: \$100,000

Artist: Ty Gillespie (Paonia, CO)

Estimated Installation: Summer 2021

Footings have been installed. Installation of the sculpture/structure is currently expected by the end July per the fabricator's schedule.

A Change Order has been submitted for this project. An action item accompanies this update.

BARBARA
NEAL

July 15, 2021

MEMORANDUM

TO: The Park Creek Metropolitan District

FROM: Barbara Neal
Public Art Consultant for Central Park

RE: Recommendation for Approval of a Change Order for the
Open House Public Art Project in the Prickly Plume Park

The commission for a public art project to be installed in the Prickly Plume Park at the intersection of Martin Luther King Boulevard and North Moline Street was approved by the Board of The Park Creek Metropolitan District in October 2018. At that time the expectation was that the artwork would be installed within twelve months. The budget allocated from DURA funds for this project was \$100,000. The artist and the fabricator, JunoWorks, proceeded with the design development and then fabrication of the sculpture/structure in Cor-Ten steel. Fabrication was completed mid-2019 and the artwork, composed of framework of two houses, each approximately 10' x 10' x 12.5', has been weathering in storage at the fabricator's site awaiting the go-ahead for installation.

A number of issues contributed to postponement of the installation of this project:

- Prolonged City process in securing a vacation permit for a small slice of the park which was sought to avoid Tier 3 encumbrance permits,
- Delays in securing a building permit, which was dependent on approval of the vacation permit, and
- On time construction of the Martin Luther King Boulevard extension and park, limiting open access for the art installation.

These factors and slight changes to the site have had an impact on the original budget approved for this commission. Now that the site is landscaped, renting additional equipment (a reach forklift) is necessary to avoid damage to the park. The time spent on the permit processes necessitated storage of the artwork. The fabricator is including a charge for storage of this sculpture for 19 months in the yard of his facility. There have also been increased costs for concrete.

The attached Change Order Request Form notes these charges:

- Concrete \$3,588 increase in cost from the original proposal
- Forklift \$1,650
- Storage \$4,500

The total of this Change Order Request is \$9,738. It should be noted that there are no funds remaining in the Art IFDA for the funds from DURA.

Recommendation: An amendment to the contract with Ty Gillespie, the artist, to include additional funds in his commission to cover the installation and storage expenses that are approved by the Board of The Park Creek Metropolitan District.

ACTION REQUESTED: Review and acceptance of this recommendation in an amount up to \$9,738.00 to cover the additional expenses resulting from the delays and changes to the site.

Thank you very much for your consideration of this request.

Attachment

CHANGE ORDER REQUEST FORM

Subcontractor JunoWorks **Date** 7/14/2021

Project Open House Art Project

This agreement between Owner/General Contractor and General Contractor/Subcontractor consists of the following changes:

Description of Change

\$3,588 increase in installation costs from original proposal

\$1,650 reach forklift for install

\$4,500 storage of sculptures for 19 months 9/15/2019-4/16/2021

Total= \$9,738

Reference Documents

N/A

Reservations or Exclusions

N/A


Impact to Schedule N/A **Days**

Impact to Price \$9,738

New Contract Price N/A

All remaining terms and conditions of the contract remain in full force and effect.

Signed: _____
(Owner or Contractor)



(Contractor or Subcontractor)

Date _____

Date 7/14/2021

PARK CREEK METROPOLITAN DISTRICT
Monthly Financial Report
Period Ended June 30, 2021

The following reports are attached to this narrative:

- 1) Statement of Net Assets (1 page)
- 2) Changes in Net Assets for All Funds Combined, General, Capital, Debt and Westerly Creek (5 pages)
- 3) Infrastructure Funding Projection Report (2 pages)
- 4) Summary Report of Trunk IFDAs (2 pages)
- 5) Summary Report of In-Tract IFDAs (2 pages)

Comments - Changes in Net Assets - All Funds Combined

- Westerly Creek Taxes represent the current month's property and specific ownership tax income from Westerly Creek which is more than budget for the month and more than budget for the year.
- Most of the infrastructure expenditures relate to activity in filings 57, 59 and PC. The revenue and corresponding infrastructure variances are due to timing.
- A total of approximately \$1.8m was advanced by Forest City for infrastructure.
-

Comments - Statement of Net Assets

- Accounts Receivable Taxes is the current month's property and SO tax to be received next month.
- Miscellaneous receivables are the amounts due to fund current period costs. Funding is due from DURA in the form of TIF revenue, excess revenues or D2 loan advances and Forest City in the form of advances.
- The Statement of Net Assets is presented on a modified accrual, fund accounting basis which does not reflect long term debt balances, including developer advances. Long term debt balances are reflected in a summary report included in the package. Balances and expenses in the report are on a cash basis, therefore there will be slight difference between activity on the report and activity identified above regarding accrued developer advances.

Comments - Infrastructure Funding Report:

•

General Comments:

•

Park Creek Metropolitan District
Balance Sheet Governmental Fund
June 30, 2021

Assets

Current Assets

BW Deposit and Cash Accounts	\$ 8,946,526	
Miscellaneous Receivables	2,335,021	
Intercompany Receivable	14,100,588	
Clearing - Job costs	<u>2</u>	
Total Current Assets		\$ 25,382,138

Long Term Assets

Fund Investments

Trustee '03 District Funds	\$ 93	
Trustee '03 Taxable Note Reimb Ac	7	
Trustee '13 Sub - Cap Int	304,919	
2015 Bonds COI	18,465	
2015 Bonds - Debt Serv	146	
2016A Sr bonds - revenue	10,647,418	
2016A Sr bonds - SO tax	700,022	
2016A Project	31	
2017A Sr Bonds COI	48,636	
2017B Sr Bonds COI	4,306	
2018A Senior Bonds -Debt fund	17,425	
2019 Debt fund	9,173	
2020 Bonds - reserve acct	1,800,078	
2020 Bonds - Revenue bonds	<u>3,694,275</u>	
Total Ltd Prop Tax Funds (InTract)		<u>\$ 17,244,993</u>
Long Term Fund Assets		\$ 17,244,993
Prepaid Casualty Insurance	<u>\$ 131,083</u>	
Long Term Capital Assets		<u>\$ 131,083</u>
Total Long Term Assets		<u>\$ 17,376,076</u>

Total Assets

\$ 42,758,214

Liabilities and Net Assets

Current Liabilities

Accounts Payable	\$ 3,798,126	
Accrued Expenses	<u>250,615</u>	
Total Current Liabilities		\$ 4,048,740

Long Term Liabilities

Long Term Liabilities		
Total Liabilities		<u>\$ 4,048,740</u>

Net Assets

Net Assets - Prior Period	\$ 13,328,389	
Property Conveyance		
Incr / (Decr) in Net Assets	<u>25,381,085</u>	
Total Net Assets		<u>\$ 38,709,474</u>

Total Liabilities & Net Assets

\$ 42,758,214

unaudited

Park Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
All Funds Combined
For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
16,295,984	14,260,964	(2,035,020)	Westerly Creek taxes	49,644,448	42,586,948	(7,057,500)
2,175,000	1,189,641	(985,359)	Developer Advances	13,050,000	8,487,927	(4,562,073)
17,917	-	(17,917)	Misc Income	102,500	-	(102,500)
287,500	-	(287,500)	Subsidy Payments	287,500	-	(287,500)
75,001	214,846	139,845	Dura rev - 2014 D2 loan	450,000	415,967	(34,033)
529,500	358,700	(170,800)	TOS Facility Fees	1,588,500	1,117,500	(471,000)
43,000	56,702	13,702	Damage Fees	129,000	183,155	54,155
730,500	575,000	(155,500)	Facility Fees	2,191,500	1,592,000	(599,500)
11,750	10,385	(1,365)	Mailbox Fees	35,250	31,000	(4,250)
-	-	-	Good Citizen's Payments	-	20,642	20,642
41,667	27,273	(14,394)	Aurora Use tax, etc	250,000	341,614	91,614
8,334	-	(8,334)	City/Cty Denver IC-4B contrib	50,000	(874)	(50,874)
25,000	612,544	587,544	Contributions - CCD/CDOT	150,000	690,442	540,442
8,334	(307,649)	(315,983)	DURA Revenue	50,000	54,140	4,140
-	(6,870)	(6,870)	Dura revenue	-	94,411	94,411
10,084	124	(9,960)	Interest Income	60,500	379	(60,121)
20,259,571	16,991,659	(3,267,912)	Total: Revenue	68,039,198	55,615,253	(12,423,945)
Expenditures						
-	(7,720)	7,720	Trunk Total	5,000	420,282	(415,282)
424,667	60,097	364,570	Trunk Open Space Total	2,548,000	1,268,986	1,279,014
2,217,000	1,525,706	691,294	InTract Total	13,302,000	8,464,099	4,837,901
-	-	-	Recreation Center Total	-	-	-
-	21	(21)	Denver Water Total	-	5,487	(5,487)
2,641,667	1,578,104	1,063,563	Subtotal: Infrastructure	15,855,000	10,158,855	5,696,145
-	794,688	(794,688)	Interest Exp - InTract Notes	-	1,964,837	(1,964,837)
15,000,000	15,874,679	(874,679)	Bond Interest - Intract Bonds	15,000,000	15,874,679	(874,679)
-	-	-	Interest - Notes	-	746,930	(746,930)
3,900,000	-	3,900,000	Payments on District Bond Principal	3,900,000	-	3,900,000
-	-	-	Bond Issuance Costs	-	786	(786)
7,500	-	7,500	Trustee Fees	15,000	19,150	(4,150)
6,500,000	-	6,500,000	Payment on Advances - Principal	6,500,000	-	6,500,000
-	-	-	Insurance	30,000	11,688	18,312
39,000	5,357	33,643	Other Capital Expenditures	238,500	65,911	172,589
25,446,500	16,674,724	8,771,776	Subtotal: Other Capital	25,683,500	18,683,981	6,999,519
General and Administrative Expenses						
1,187,183	128,452	1,058,732	Park Creek General Fund Expense	3,023,219	806,430	2,216,789
161,296	141,224	20,072	Westerly Creek Expenses	625,289	584,902	40,387
1,348,479	269,675	1,078,804	Subtotal: G&A	3,648,508	1,391,332	2,257,176
29,436,646	18,522,503	10,914,143	Total: Expenditures	45,187,008	30,234,168	14,952,840
(9,177,075)	(1,530,845)	7,646,230	Revenue Over/(Under) Expenditures	22,852,190	25,381,085	2,528,895
-	-	-	Transfer (To) From Bond Funds	(493,303)	(346,801)	146,502
1,250	-	(1,250)	Transfer (To) From General Funds	500,803	346,801	(154,002)
(1,250)	-	1,250	Transfer (To) From Capital Funds	(7,500)	-	7,500
-	-	-	Total: Other Financing Sources/(Uses)	-	-	-
(9,177,075)	(1,530,845)	7,646,230	Increase/(Decrease) in Net Assets	22,852,190	25,381,085	2,528,895

Park Creek Metropolitan District
Revenue, Expenditures and Change in Net Assets
Park Creek General Fund
For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
756,444	603,175	(153,269)	Westerly Creek Taxes - O&M and SO	3,035,250	2,356,670	(678,580)
84	-	(84)	Interest income	500	-	(500)
756,528	603,175	(153,353)	Total: Revenue	3,035,750	2,356,670	(679,080)
Expenditures						
<u>General and Administrative Expenditures</u>						
685	1,385	(700)	Staff Services	4,110	7,974	(3,864)
191	64	127	Office Services	1,614	1,677	(63)
33	33	-	Office Rent	330	330	-
-	408	(408)	Rent - Storage	-	2,182	(2,182)
-	-	-	Dues	-	124	(124)
7,500	7,500	-	Professional Services	45,000	47,500	(2,500)
5,000	2,629	2,371	Legal Fees	30,000	50,411	(20,411)
-	-	-	Accounting/Audit Fees	17,900	-	17,900
592	100	492	Accounting Services	3,550	1,394	2,156
11,259	-	11,259	Contingency	67,551	-	67,551
1,000,000	-	1,000,000	Reserve for Improvements	2,000,000	-	2,000,000
-	-	-	Insurance Expense	35,000	32,735	2,265
1,250	-	1,250	Public Art Maintenance	7,500	21,191	(13,691)
625	2,350	(1,725)	Public Art Monitoring	3,750	4,300	(550)
152,427	108,554	43,873	District MCA Maint	768,492	606,296	162,196
7,621	5,428	2,193	District MCA Fee	38,422	30,314	8,108
4,840	4,237	603	Westerly Creek Expenses	156,017	180,724	(24,707)
1,192,023	132,688	1,059,335	Subtotal: G&A	3,179,236	987,154	2,192,082
1,192,023	132,688	1,059,335	Total: Expenditures	3,179,236	987,154	2,192,082
(435,495)	470,487	905,982	Revenue Over/(Under) Expenditures	(143,486)	1,369,515	1,513,002
-	-	-	Transfer (To) From Bond Funds	(493,303)	(346,801)	146,502
(1,250)	-	1,250	Transfer (To) From Capital Funds	(7,500)	-	7,500
(1,250)	-	1,250	Total: Other Financing Sources/(Uses)	(500,803)	(346,801)	154,002
(436,745)	470,487	907,232	Increase/(Decrease) in Net Assets	(644,289)	1,022,715	1,667,004

Park Creek Metropolitan District
Revenues, Expenditures and Changes in Net Assets
Park Creek Debt Fund
For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
15,539,540	13,657,788	(1,881,752)	Westerly Creek Taxes - Debt Service	46,609,198	40,230,279	(6,378,919)
1,250		(1,250)	Misc Income	2,500		(2,500)
287,500		(287,500)	Subsidy Payments	287,500		(287,500)
			Interest Income		98	98
10,000	124	(9,876)	Investment Income	60,000	281	(59,719)
<u>15,838,290</u>	<u>13,657,912</u>	<u>(2,180,378)</u>	Total: Revenue	<u>46,959,198</u>	<u>40,230,658</u>	<u>(6,728,540)</u>
Expenditures						
15,000,000	15,874,679	(874,679)	Interest Expense	15,000,000	15,874,679	(874,679)
			Interest Exp - Notes		746,930	(746,930)
3,900,000		3,900,000	Payments on District Bond Principal	3,900,000		3,900,000
6,500,000		6,500,000	Developer Advances Repayments	6,500,000		6,500,000
<u>25,400,000</u>	<u>15,874,679</u>	<u>9,525,321</u>	Subtotal: Other Capital	<u>25,400,000</u>	<u>16,621,609</u>	<u>8,778,391</u>
General and Administrative Expenses						
156,456	136,987	19,469	Payments to Westerly Creek	469,272	404,178	65,094
<u>156,456</u>	<u>136,987</u>	<u>19,469</u>	Subtotal: G&A	<u>469,272</u>	<u>404,178</u>	<u>65,094</u>
<u>25,556,456</u>	<u>16,011,666</u>	<u>9,544,790</u>	Total Expenditures	<u>25,869,272</u>	<u>17,025,787</u>	<u>8,843,485</u>
<u>(9,718,166)</u>	<u>(2,353,754)</u>	<u>7,364,412</u>	Revenue Over/(Under) Expenditures	<u>21,089,926</u>	<u>23,204,871</u>	<u>2,114,945</u>
			Transfer (To) From General Funds	493,303	346,801	(146,502)
			Transfer (To) From Capital Funds			
			Total: Other Financing Sources/(Uses)	493,303	346,801	(146,502)
<u>(9,718,166)</u>	<u>(2,353,754)</u>	<u>7,364,412</u>	Increase/(Decrease) in Net Assets	<u>21,583,229</u>	<u>23,551,671</u>	<u>1,968,442</u>

Park Creek Metropolitan District
 Revenues, Expenditures and Changes in Net Assets
 Park Creek Capital Fund
 For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
			Revenue:			
16,667		(16,667)	Misc Income	100,000		(100,000)
2,175,000	1,189,620	(985,380)	Developer Advance Receipts - FC	13,050,000	8,482,439	(4,567,561)
	21	21	Developer Advance		5,487	5,487
8,334	(314,519)	(322,853)	DURA Revenue	50,000	148,552	98,552
75,001	214,846	139,845	Dura rev - 2014 D2 loan	450,000	415,967	(34,033)
529,500	358,700	(170,800)	TOS Facility Fees	1,588,500	1,117,500	(471,000)
43,000	56,702	13,702	Damage Fees	129,000	183,155	54,155
730,500	575,000	(155,500)	Facility Fees	2,191,500	1,592,000	(599,500)
11,750	10,385	(1,365)	Mailbox Fees	35,250	31,000	(4,250)
			Good Citizen's Payments		20,642	20,642
41,667	27,273	(14,394)	Aurora Use tax, etc	250,000	341,614	91,614
8,334		(8,334)	City/Cty Denver IC-4B contrib	50,000	(874)	(50,874)
25,000	612,544	587,544	Contributions - CCD/CDOT	150,000	690,442	540,442
3,664,753	2,730,571	(934,182)	Total: Revenue	18,044,250	13,027,925	(5,016,325)
			Expenditures			
	(7,720)	7,720	Trunk Total	5,000	420,282	(415,282)
424,667	60,097	364,570	Trunk Open Space Total	2,548,000	1,268,986	1,279,014
2,217,000	1,525,706	691,294	InTract Total	13,302,000	8,464,099	4,837,901
			Recreation Center Total			
	21	(21)	Denver Water Total		5,487	(5,487)
2,641,667	1,578,104	1,063,563	Subtotal: Infrastructure	15,855,000	10,158,855	5,696,145
	794,688	(794,688)	Interest Expense		1,964,837	(1,964,837)
			Bond Issuance Costs		786	(786)
7,500		7,500	Trustee Fees	15,000	19,150	(4,150)
			Insurance Expense	30,000	11,688	18,312
			Dues	1,500	1,114	386
			CCD Review/Monitoring Fee	3,000		3,000
1,500	898	602	Accounting Services	9,000	12,545	(3,545)
			Bank Charges		7,199	(7,199)
37,500	4,460	33,040	Interim Damage Repairs	225,000	45,054	179,946
46,500	800,045	(753,545)	Subtotal: Other Capital	283,500	2,062,372	(1,778,872)
			General and Administrative Expenses			
			Subtotal: G&A			
2,688,167	2,378,149	310,018	Total: Expenditures	16,138,500	12,221,227	3,917,273
976,586	352,422	(624,164)	Revenue Over/(Under) Expenditures	1,905,750	806,699	(1,099,051)
			Transfer (To) From Bond Funds			
1,250		(1,250)	Transfer (To) From General Funds	7,500		(7,500)
1,250		(1,250)	Total: Other Financing Sources/(Uses)	7,500		(7,500)
977,836	352,422	(625,414)	Increase/(Decrease) in Net Assets	1,913,250	806,699	(1,106,551)

Westerly Creek Metropolitan District
 Revenue, Expenditures and Change in Net Assets
 WCMD General Fund
 For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
13,264,986	13,646,806	381,820	Property Tax - Debt	39,786,913	40,219,600	432,687
410,354	422,066	11,712	Property Tax - O&M	1,230,812	1,243,905	13,093
235,890	180,769	(55,121)	Specific Ownership tax	1,360,642	1,112,434	(248,208)
-	10,983	10,983	Interest Income	-	10,679	10,679
-	340	340	Interest income	-	330	330
13,911,230	14,260,964	349,734	Total: Revenue	42,378,367	42,586,948	208,581
Expenditures						
<u>General and Administrative Expenditures</u>						
-	-	-	Staff Services	186,500	-	186,500
-	-	-	WCMD Expenses	-	168,224	(168,224)
133,561	136,987	(3,426)	Treasury Commission - DS	400,601	404,178	(3,577)
4,132	4,237	(105)	Treasury Commission - OM	12,394	12,500	(106)
137,693	141,224	(3,531)	Subtotal: G&A	599,495	584,902	14,593
137,693	141,224	(3,531)	Total: Expenditures	599,495	584,902	14,593
13,773,537	14,119,740	346,203	Revenue Over/(Under) Expenditures	41,778,872	42,002,046	223,174
137,693	141,224	3,531	Transfers From Park Creek	599,495	584,902	(14,593)
(13,911,230)	(14,260,964)	(349,734)	Transfers(To) Park Creek	(42,378,367)	(42,586,948)	(208,581)
(13,773,537)	(14,119,740)	(346,203)	Total: Other Financing Sources/(Uses)	(41,778,872)	(42,002,046)	(223,174)
-	-	-	Increase/(Decrease) in Net Assets	-	-	-

Park Creek Metropolitan District
Infrastructure IFDA Funding Projection Report

As of June 30, 2021

	In-Trust	Trunk										Total												
		TIF Funds Inc D2 Loan, Excess Rev & Encumbered Excess - PB	TOS Funds (TIF funded & D2 loan)	GCP Funds	FCS-COPS, Section 10	Art Funds	System Development Fees	TOS Fees - Section 10	CDOT FUNDS	CCD funds IC-4B	DPS Advances		Developer Contributions & Advances - Non GCP Funds											
Available balances																								
System Development Fees																								
TIF Revenue (includes unreleased, released and encumbered)																								
Good Citizen Payment ("GCP") IFDA F3																								
Developer Contribution and Advances for IC4 from IFDA F4																								
CCD/CDOT funds																								
FCS - DPS site payment																								
DPS advances																								
Total																								
Remaining to be Paid on Approved IFDA's and other approved projects																								
IFDA #1 & 1A																								
IFDA #15 & 15A																								
IFDA #17																								
IFDA 19 - Filing 19 Earthwork																								
IFDA 32																								
IFDA 34 - dated Sep 2010 - executed Mar 2011 - CFN Apr 2011																								
IFDA 35 - F35 and Fulton, Iola and Kingston connecting streets to Aurora (Feb 2012)																								
IFDA 36 - F36 and amendment to IFDA28 (May 2012)																								
IFDA 40 - Filing 40																								
IFDA 41 - Filing 41																								
IFDA 42 - Filing 42																								
IFDA 44 - Filing 44																								
IFDA 45 - Filing 45																								
IFDA 47 - Filing 47																								
IFDA 48 - Filing 48																								
IFDA 49 - Filing 49																								
IFDA 52 - Filing 52																								
IFDA 53 - Filing 53																								
IFDA 54 - Filing 54																								
IFDA 55 - Filing 55																								
IFDA 56 - Filing 56																								
IFDA 57 - Filing 57																								
IFDA 59 - Filing 59																								
IFDA AB																								
IFDA AC																								
IFDA # A1 (Art IFDA)																								
IFDA IC3 - CPB 170 Interchange connections (IFDA F4 identifies funding sources)																								
IFDA IC4A - Feb 2011 (does not include Private Funding)																								
IFDA IC4B - Funded by CCD																								
IFDA MB																								
IFDA MC																								
IFDA MD																								
IFDA ME																								
IFDA MF																								
IFDA ML																								
IFDA P6																								
IFDA P8 - West Detention Pond Park & Northfield Linear Park																								
IFDA PA																								
IFDA PB																								
IFDA PC																								
Approved Uses - Remaining to be Paid																								
Funds Remaining																								

Park Creek Metropolitan District
Infrastructure IFDA Funding Projection Report

As of June 30, 2021

	In-tract	Trunk										Total					
		TIF Funds-inc D2 Loan, Excess Rev & Encumbered Excess - PB	TOS Funds (TIF funded & D2 loan)	GCP Funds	FCS COPS Section 10	Art Funds	System Development Fees	TOS Fees - Section 10	CCOT FUNDS	CCD funds IC-4B	DPS Advances		Developer Contributions & Advances - Non GCP Funds				
Anticipated near term funding sources																	
Total Anticipated Funding Sources	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Amount available / (required) after funding approved IFDAs	(53,538,994)	(5,640,785)	0	0	0	(152,532)	0	0	0	0	(1,079,028)	(45,962)	(3,839,380)				
IFDA's submitted but not yet approved																	
IFDA PC - CFN approved for \$6.9m	3,612,910																
Total Pending Uses	3,612,910	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Funding Available / (Required)	(57,151,904)	(5,640,785)	0	0	0	(152,532)	0	0	0	0	(1,079,028)	(45,962)	(3,839,380)				
Future Projects : Cost																	
Total Future Projects Before Funding Sources																	
Future Projects : Funding Sources																	
Total																	
Total Net Future Projects																	

* Activity in current month.
 Note 1 - Negative amounts represent a shortfall in funding. In-tract funding shortfalls are funded by developer advances. Trunk funding shortfalls for projects that are not GCP/Developer contribution projects may be funded from reduction of costs for approved IFDAs, trunk advances or other available sources. The district can not approve expenditures if adequate funding is not identified.
 Note 2 - IFDA F3 designated \$9M for "GCP Parks Projects" identified as P2 (Est. \$3M) and Westerly Creek North (Est. \$6M). IFDA F5 reallocated \$5.4 million of GCP to a new school at Stapleton. This line reflects a "placeholder" for the project equal to the GCP reallocated with the expectation that construction of the project will start when environmental remediation is completed by CCD.

Park Creek Metropolitan District
 Trunk IFDAs #All Open- Filing #All Open
 Draw NA/78/NA/51/33
 As of: 6/30/2021

	Approved IFDA	Original CFN	CFN Amendments	A Current CFN	Contracted	Uncontracted	B Amount Paid	A, B Remaining to Pay on CFN
Trunk	Filing 15 Total IFDA 15	10,323,181 10,323,181	(430,123) (430,123)	9,893,057 9,893,057	9,888,386 9,888,386	4,671 4,671	9,893,056 9,893,056	1 1
Trunk	Filing 28 Total IFDA 28	553,850 553,850	- -	553,850 553,850	553,850 553,850	- -	553,850 553,850	- -
Trunk	Filing 34 Total IFDA 34	5,918,735 5,918,735	- -	5,918,735 5,918,735	5,810,145 5,810,145	108,590 108,590	5,807,293 5,807,293	111,442 111,442
Trunk	Filing 36 Total IFDA 36	2,678,281 2,678,281	(250,000) (250,000)	2,428,281 2,428,281	2,302,217 2,302,217	277,665 277,665	2,292,567 2,292,567	287,314 287,314
Trunk	Filing 40 Total IFDA 40	240,101 240,101	- -	240,101 240,101	186,813 186,813	53,288 53,288	186,813 186,813	53,288 53,288
Trunk	Filing 41 Total	6,506,844	1,400,000	7,906,844	7,180,361	726,483	7,180,361	726,483
Trunk	Filing 41 Total	1,099,010	491,150	1,590,160	1,237,615	352,544	1,237,615	352,544
Park Trunk	Filing 41 Total	7,605,854	1,891,150	9,497,004	8,417,976	1,079,028	8,417,976	1,079,028
Trunk	Filing 42 Total IFDA 42	12,695,791 12,695,791	(1,859,000) (1,859,000)	10,836,791 10,836,791	10,834,879 10,834,879	1,912 1,912	10,828,498 10,828,498	8,293 8,293
Trunk	Filing 43 Total IFDA 43	125,658 125,658	(26,102) (26,102)	99,537 99,537	99,537 99,537	0 0	99,537 99,537	0 0
Trunk	Filing 44 Total IFDA 44	70,557 70,557	- -	70,557 70,557	47,558 47,558	22,999 22,999	47,558 47,558	22,999 22,999
Trunk	Filing 45 Total	14,871,325	(2,029,432)	12,841,893	12,833,744	8,149	12,829,564	12,329
Trunk	Filing 45 Total	1,467,531	(383,500)	1,084,031	963,324	120,707	963,324	120,707
Park Trunk	Filing 45 Total	16,338,856	(2,412,932)	13,925,924	13,797,068	128,856	13,792,868	133,036
Trunk	Filing 47 Total IFDA 47	671,755 671,755	(81,155) (81,155)	590,601 590,601	590,563 590,563	38 38	590,166 590,166	435 435
Trunk	Filing 49 Total	7,899,280	(1,967,686)	5,931,594	5,942,894	4,696	5,935,676	11,914
Trunk	Filing 49 Total	924,221	924,221	924,221	599,973	324,248	592,021	342,200
Park Trunk	Filing 49 Total	8,823,501	(1,967,686)	6,855,815	6,542,866	328,945	6,517,697	354,115
Trunk	Filing 52 Total IFDA 52	2,056,690 2,056,690	(105,000) (105,000)	1,951,690 1,951,690	1,480,666 1,480,666	471,024 471,024	1,480,284 1,480,284	471,406 471,406
Park Trunk	Filing 54 Total IFDA 54	412,152 412,152	- -	412,151 412,151	344,734 344,734	67,417 67,417	344,734 344,734	67,417 67,417
Trunk	Filing A1 Total IFDA A1	2,750,000 2,750,000	123,750 123,750	2,873,750 2,873,750	2,873,750 2,873,750	0 0	2,868,525 2,868,525	5,225 5,225
Trunk	Filing IC-4 Total IFDA C4	16,803,727 16,803,727	1 1	16,803,727 16,803,727	16,776,066 16,776,066	27,661 27,661	16,757,765 16,757,765	45,962 45,962
Trunk	Filing IC-4A Total IFDA C4A	1,922,816 1,922,816	(7,090) (7,090)	1,915,726 1,915,726	1,909,705 1,909,705	107,045 107,045	1,909,705 1,909,705	107,045 107,045
Trunk	Filing IC-4B Total IFDA IC-4B	8,400,000 8,400,000	364,999 364,999	8,764,999 8,764,999	8,684,221 8,684,221	80,779 80,779	8,514,128 8,514,128	250,872 250,872
Trunk	Filing MB Total IFDA MB	4,834,360 4,834,360	(1,054,999) (1,054,999)	3,779,362 3,779,362	3,706,018 3,706,018	69,883 69,883	3,706,018 3,706,018	69,883 69,883
Trunk	Filing ME Total IFDA ME	625,236 625,236	- -	625,236 625,236	571,733 571,733	53,503 53,503	570,006 570,006	55,230 55,230
Trunk	Filing MF Total IFDA MF	90,494 90,494	- -	90,494 90,494	8,479 8,479	78,554 78,554	7,133 7,133	79,900 79,900

Park Creek Metropolitan District
 Trunk IFDAs #All Open- Filing #All Open
 Draw NA/78/NA/51/33
 As of: 6/30/2021

	Approved IFDA	Original CFN	CFN Amendments	Current CFN	Contracted	Uncontracted	Amount Paid	A-B Remaining to Pay on CFN
Trunk	13,498,494	13,498,494	264,676	13,498,494	12,820,977	677,516	12,561,252	937,242
	13,498,494	13,498,494	264,676	13,498,494	12,820,977	677,516	12,561,252	937,242
Trunk	4,749,091	4,749,091	-	4,749,091	3,313,268	1,435,823	3,303,490	1,445,602
Trunk	6,956,880	6,956,880	(86,000)	6,870,879	6,065,500	805,379	6,065,500	805,379
Trunk	11,705,971	11,705,971	(86,000)	11,619,971	9,378,768	2,241,202	9,368,990	2,250,981
Trunk	19,000,000	19,000,000	(2,658,689)	16,341,311	16,341,311	0	16,341,311	0
Trunk	19,000,000	19,000,000	(2,658,689)	16,341,311	16,341,311	0	16,341,311	0
Trunk	5,949,489	5,949,489	1,077,075	7,085,638	7,085,024	614	7,083,639	1,989
Trunk	5,949,489	5,949,489	1,077,075	7,085,638	7,085,024	614	7,083,639	1,989
Trunk	19,242,911	19,242,911	1,162,953	20,405,864	19,911,733	494,132	19,774,237	631,628
Trunk	19,242,911	19,242,911	1,162,953	20,405,864	19,911,733	494,132	19,774,237	631,628
Trunk	14,450,857	14,450,856	-	14,450,856	13,403,902	1,046,954	13,254,193	1,196,663
Trunk	14,450,857	14,450,856	-	14,450,856	13,403,902	1,046,954	13,254,193	1,196,663
Trunk	10,512,911	6,900,000	-	6,900,000	6,847,468	52,533	5,934,095	965,905
Trunk	10,512,911	6,900,000	-	6,900,000	6,847,468	52,533	5,934,095	965,905
Trunk	118,286,267	118,286,246	(5,657,160)	112,380,408	108,415,629	4,210,281	107,923,243	4,702,866
Trunk	80,015,962	75,403,049	(397,011)	75,982,044	72,800,584	3,264,528	71,580,666	4,484,443
Trunk	198,302,229	194,689,296	(6,054,171)	188,362,452	181,216,412	7,474,809	179,503,912	9,187,309
Total All IFDA \$	198,302,229	194,689,296	(6,054,171)	188,362,452	181,216,412	7,474,809	179,503,912	9,187,309
Trunk							Remaining to Pay	9,187,309
Trunk							Less: Remaining to Commit	(7,474,809)
Trunk							Remaining to Pay - on existing commitments	\$ 1,712,501
								\$ -

Series 2001 Bond - Trunk Project Proceeds after Draw #

Park Creek Metropolitan District
 In-Tract IFDAs #All Open- Filing #All Open
 Draw 195
 As of: 6/30/2021

	Approved IFDA	Original CFN	CFN		Current CFN	Contracted	Uncontracted	Amount Paid	Remaining to Pay on CFN
			Amendments						
In-Tract	Filing 1 Total	9,990,789	(2,105,347)	7,885,443	7,885,442	0	7,885,442	0	
In-Tract	Filing 2 Total	32,358,896	692,951	33,051,847	33,051,848	(1)	33,051,848	(1)	
In-Tract	IFDA 1	42,349,686	(1,412,396)	40,937,290	40,937,291	(1)	40,937,291	(1)	
In-Tract	Filing 1A Total	10,989,825	(2,728,353)	8,261,472	8,261,471	1	8,261,471	1	
In-Tract	IFDA 1A	10,989,825	(2,728,353)	8,261,472	8,261,471	1	8,261,471	1	
In-Tract	Filing 15 Total	13,897,856	(304,024)	13,593,832	13,156,784	437,049	13,163,142	430,690	
In-Tract	IFDA 15	13,897,856	(304,024)	13,593,832	13,156,784	437,049	13,163,142	430,690	
In-Tract	Filing 17 Total	10,130,330	48,699	10,179,029	10,179,030	(1)	10,179,030	(1)	
In-Tract	IFDA 17	10,130,330	48,699	10,179,029	10,179,030	(1)	10,179,030	(1)	
In-Tract	Filing 19 Total	16,988,554	(653,941)	16,334,612	13,319,235	3,015,377	13,319,235	3,015,377	
In-Tract	IFDA 19	16,988,554	(653,941)	16,334,612	13,319,235	3,015,377	13,319,235	3,015,377	
In-Tract	Filing 32 Total	16,929,665	691,210	17,620,875	17,609,315	11,559	17,568,625	52,250	
In-Tract	Filing 34 Total	370,052	(341,542)	28,511	28,511	-	28,511	-	
In-Tract	IFDA 32	17,299,717	349,668	17,649,385	17,637,826	11,559	17,597,136	52,250	
In-Tract	Filing 34 Total	8,480,866	(2)	8,480,864	7,671,845	815,190	7,549,779	937,256	
In-Tract	IFDA 34	8,480,866	(2)	8,480,864	7,671,845	815,190	7,549,779	937,256	
In-Tract	Filing 35 Total	5,404,254	(756,501)	4,647,753	4,359,991	287,762	4,207,974	439,780	
In-Tract	Filing FIK Total	2,592,337	756,501	3,348,837	2,876,456	472,382	2,876,806	472,231	
In-Tract	IFDA 35	7,996,591	-	7,996,591	7,236,447	760,144	7,064,580	912,011	
In-Tract	Filing 36 Total	31,228,859	(78,501)	31,150,358	29,768,152	1,382,206	29,768,152	1,382,206	
In-Tract	IFDA 36	31,228,859	(78,501)	31,150,358	29,768,152	1,382,206	29,768,152	1,382,206	
In-Tract	Filing 40 Total	5,212,621	-	5,212,621	4,935,195	277,426	4,922,768	289,853	
In-Tract	IFDA 40	5,212,621	-	5,212,621	4,935,195	277,426	4,922,768	289,853	
In-Tract	Filing 41 Total	1,796,644	326,500	2,123,144	2,027,598	95,546	2,027,598	95,546	
In-Tract	IFDA 41	1,796,644	326,500	2,123,144	2,027,598	95,546	2,027,598	95,546	
In-Tract	Filing 42 Total	16,952,761	-	16,952,761	13,479,260	3,473,502	13,479,260	3,473,502	
In-Tract	IFDA 42	16,952,761	-	16,952,761	13,479,260	3,473,502	13,479,260	3,473,502	
In-Tract	Filing 44 Total	1,781,421	-	1,781,421	1,625,677	155,744	1,625,677	155,744	
In-Tract	IFDA 44	1,781,421	-	1,781,421	1,625,677	155,744	1,625,677	155,744	
In-Tract	Filing 45 Total	35,656,775	(529,280)	35,127,495	31,556,224	3,571,271	31,556,224	3,571,271	
In-Tract	IFDA 45	35,656,775	(529,280)	35,127,495	31,556,224	3,571,271	31,556,224	3,571,271	
In-Tract	Filing 47 Total	15,875,085	-	15,875,085	13,293,766	2,581,318	13,288,944	2,606,140	
In-Tract	IFDA 47	15,875,085	-	15,875,085	13,293,766	2,581,318	13,288,944	2,606,140	
In-Tract	Filing 48 Total	1,583,241	64,000	1,647,241	1,630,020	17,221	1,619,959	27,282	
In-Tract	IFDA 48	1,583,241	64,000	1,647,241	1,630,020	17,221	1,619,959	27,282	
In-Tract	Filing 49 Total	58,653,806	-	58,653,806	49,254,545	9,399,261	48,867,721	9,766,085	
In-Tract	IFDA 49	58,653,806	-	58,653,806	49,254,545	9,399,261	48,867,721	9,766,085	
In-Tract	Filing 52 Total	7,788,143	(1,034,036)	6,754,107	6,632,648	121,459	6,630,852	123,255	
In-Tract	IFDA 52	7,788,143	(1,034,036)	6,754,107	6,632,648	121,459	6,630,852	123,255	
In-Tract	Filing 53 Total	1,998,696	239,880	2,238,576	2,238,566	10	2,237,980	596	
In-Tract	IFDA 53	1,998,696	239,880	2,238,576	2,238,566	10	2,237,980	596	

	Approved IFDA	Original CFN	CFN Amendments	A Current CFN	Contracted	Uncontracted	B Amount Paid	A-B Remaining to Pay on CFN
In-Tract	53,859,266	53,859,266	(4,274,632)	49,584,633	48,561,829	1,022,805	47,661,632	1,923,001
Filing 54 Total IFDA 54	53,859,266	53,859,266	(4,274,632)	49,584,633	48,561,829	1,022,805	47,661,632	1,923,001
In-Tract	1,874,362	1,874,362	52,764	1,927,126	1,927,126	1	1,927,126	1
Filing 55 Total IFDA 55	1,874,362	1,874,362	52,764	1,927,126	1,927,126	1	1,927,126	1
In-Tract	2,966,874	2,966,874	(531,983)	2,434,891	2,380,029	54,862	2,320,592	114,299
Filing 56 Total IFDA 56	2,966,874	2,966,874	(531,983)	2,434,891	2,380,029	54,862	2,320,592	114,299
In-Tract	52,110,215	52,110,215	-	52,110,215	44,243,660	7,866,554	35,489,521	16,620,694
Filing 57 Total IFDA 57	52,110,215	52,110,215	-	52,110,215	44,243,660	7,866,554	35,489,521	16,620,694
In-Tract	2,209,768	2,209,768	-	2,209,768	2,007,243	202,526	1,804,322	405,447
Filing 59 Total IFDA 59	2,209,768	2,209,768	-	2,209,768	2,007,243	202,526	1,804,322	405,447
In-Tract	19,093,169	19,093,169	-	19,093,169	18,135,164	958,004	18,135,164	958,004
Filing AB Total IFDA AB	19,093,169	19,093,169	-	19,093,169	18,135,164	958,004	18,135,164	958,004
In-Tract	5,102,392	5,102,392	(572,316)	4,530,076	4,471,555	58,521	4,407,376	122,700
Filing AC Total IFDA AC	5,102,392	5,102,392	(572,316)	4,530,076	4,471,555	58,521	4,407,376	122,700
In-Tract	2,306,634	2,306,634	-	2,306,634	2,035,278	271,356	2,035,278	271,356
Filing IC-4 Total IFDA C4	2,306,634	2,306,634	-	2,306,634	2,035,278	271,356	2,035,278	271,356
In-Tract	2,042,680	2,042,680	2	2,042,682	1,564,584	478,097	1,564,750	478,097
Filing IC-4A Total IFDA C4A	2,042,680	2,042,680	2	2,042,682	1,564,584	478,097	1,564,750	478,097
In-Tract	7,851,158	7,851,158	-	7,851,158	5,518,182	2,332,976	5,518,182	2,332,976
Filing MB Total IFDA MB	7,851,158	7,851,158	-	7,851,158	5,518,182	2,332,976	5,518,182	2,332,976
In-Tract	8,507,309	8,507,309	-	8,507,309	6,712,703	1,817,106	6,712,703	1,817,106
Filing MC Total IFDA MC	8,507,309	8,507,309	-	8,507,309	6,712,703	1,817,106	6,712,703	1,817,106
In-Tract	4,981,632	4,981,632	(1,077,705)	3,855,630	3,835,629	20,001	3,835,629	20,001
Filing MD Total IFDA MD	4,981,632	4,981,632	(1,077,705)	3,855,630	3,835,629	20,001	3,835,629	20,001
In-Tract	7,387,006	7,387,006	(1,073,859)	6,264,823	5,951,322	313,501	5,951,322	313,501
Filing ME Total IFDA ME	7,387,006	7,387,006	(1,073,859)	6,264,823	5,951,322	313,501	5,951,322	313,501
In-Tract	14,787,951	14,787,951	(3,521,300)	11,108,192	10,576,854	531,339	10,226,117	882,076
Filing MF Total IFDA MF	14,787,951	14,787,951	(3,521,300)	11,108,192	10,576,854	531,339	10,226,117	882,076
In-Tract	3,013,788	3,013,788	356,938	3,386,789	3,251,444	135,344	2,953,187	433,602
Filing ML Total IFDA MI	3,013,788	3,013,788	356,938	3,386,789	3,251,444	135,344	2,953,187	433,602
In-Tract	253,954	253,954	-	253,954	246,884	7,070	246,884	7,070
Filing P6 Total IFDA P6	253,954	253,954	-	253,954	246,884	7,070	246,884	7,070
Total Job costs	495,009,833	495,009,834	(16,353,877)	478,416,740	436,261,065	42,184,346	424,906,582	53,538,995

WESTERLY CREEK METROPOLITAN DISTRICT
Monthly Financial Report
Period Ended June30. 2021

The following reports are attached to this narrative:

- 1) Statement of Revenues, Expenditures and Changes in Net Assets - General Fund (1 page)

Changes in Fund Balance

- Monthly tax income is more than budget for the current month and more than budget for year.
-
-

General Comments:

- All tax income is transferred to Park Creek.
- All Westerly Creek expenses are funded by Park Creek.
 - Year to date G & A expenditures are more than budget due to election costs.
 - Treasurers fee expense is 1% of property tax income and therefore varies inversely with the property tax income variance.
- Westerly Creek has no assets and therefore there is no Statement of Assets report.

Westerly Creek Metropolitan District
 Revenue, Expenditures and Change in Net Assets
 WCMD General Fund
 For the 6 Months Ended June 30, 2021

Current Budget	Actual	Favorable (Unfavorable)		YTD Budget	Actual	Favorable (Unfavorable)
Revenue:						
13,264,986	13,646,806	381,820	Property Tax - Debt	39,786,913	40,219,600	432,687
410,354	422,066	11,712	Property Tax - O&M	1,230,812	1,243,905	13,093
235,890	180,769	(55,121)	Specific Ownership tax	1,360,642	1,112,434	(248,208)
-	10,983	10,983	Interest Income	-	10,679	10,679
-	340	340	Interest income	-	330	330
13,911,230	14,260,964	349,734	Total: Revenue	42,378,367	42,586,948	208,581
Expenditures						
General and Administrative Expenditures						
-	-	-	Staff Services	186,500	-	186,500
-	-	-	WCMD Expenses	-	168,224	(168,224)
133,561	136,987	(3,426)	Treasury Commission - DS	400,601	404,178	(3,577)
4,132	4,237	(105)	Treasury Commission - OM	12,394	12,500	(106)
137,693	141,224	(3,531)	Subtotal: G&A	599,495	584,902	14,593
137,693	141,224	(3,531)	Total: Expenditures	599,495	584,902	14,593
13,773,537	14,119,740	346,203	Revenue Over/(Under) Expenditures	41,778,872	42,002,046	223,174
137,693	141,224	3,531	Transfers From Park Creek	599,495	584,902	(14,593)
(13,911,230)	(14,260,964)	(349,734)	Transfers (To) Park Creek	(42,378,367)	(42,586,948)	(208,581)
(13,773,537)	(14,119,740)	(346,203)	Total: Other Financing Sources/(Uses)	(41,778,872)	(42,002,046)	(223,174)
-	-	-	Increase/(Decrease) in Net Assets	-	-	-

July 22, 2021

Park Creek Metropolitan District Board Meeting

Development Manager Agenda

Project Update-

MLK was been walked with the city for final acceptance and only received 9 items for repair. All have been completed.

Moline Park art project continues to be in process. Installer was out of town.

Filing 57- Ph 7 paving this week and next to complete the road work.

PC Ph3 Bids due July 29th

40th Ave extension, TOD plaza, and 45th place will bid this summer.

Award Recommendation -

None

Work Order Approval

None

Change Order Approval

Filing 57- Martin Marietta (Roads) CO #6 \$110,842.00

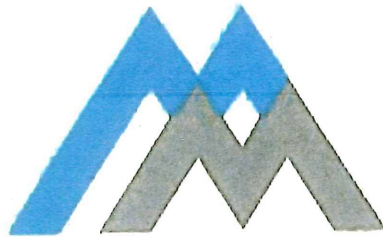
Corrective work to road base due to the extremely wet Spring conditions we experienced. A majority of the surface water in the project drains down this road and saturated the base.
DBE this Change 0%, Project total 40%

*

Contract Assignments

None

* Filing MF District IV- \$75,061
Brightview Landscape Development
Change Order 5



**Martin
Marietta**

Metro Asphalt & Paving
 1627 Cole Blvd Suite 200
 Lakewood, CO 80401
 Phone (303) 657-4200
 Fax (303) 657-4414

To: MORTENSON	Contact: Bryan Minzak
Address: 700 MEADOW LANE NORTH MINNEAPOLIS, MN 55422	Phone: 720-920-4313
	Fax:
Project Name: Mortenson: C.O. Stapleton Filing 57 Roads Additional Subgrade Wo	Estimate Number: 23382
Project Number:	Bid Date: 5/24/2021
Project Location: Filing 57 Stapleton, Denver, CO	

REVISED PROPOSAL - DATED 5/24/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
2	FA - R&R (8"-9") SATURATED SUBGRADE W/Recycled Concrete Roadbase	1,062.00	CY	\$69.90	\$74,233.80
Total Price for above Items:					\$74,233.80
Total Bid Price:					\$74,233.80

- Notes:**
- * The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
 - * This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.
 - * *****
 - * Bid Proposal Valid for 30 Days.
 - * .
 - * .
 - * **Unit Prices:** Includes Additional Mobilization, Surveying, Subgrade Prep., and Permit Fees.
 - * These exclusions and notes are to become part of the subcontract Change Order Agreement either by an attachment or written in as an Exhibit

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: MORTENSON</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Martin Marietta Materials, Inc. (Denver)</p> <hr/> <p>John Hyre Project Manager</p> <p>John.Hyre@martinmarietta.com</p>
--	--

MARTIN MARIETTA MATERIALS INC. AGREES TO FURNISH LABOR AND MATERIALS TO CUSTOMER AS SET FORTH ON THE ATTACHED PROPOSAL HEREOF, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1) RESPONSIBILITIES OF CUSTOMER AND MARTIN MARIETTA MATERIALS INC.: Customer shall reimburse Martin Marietta Materials Inc. for all expenditures for any required permits or inspection fees assessed by any government entity and paid by Martin Marietta Materials Inc. unless stated otherwise on the reverse hereof. Customer shall ensure that all manholes and other utility structures are on proper grade, in proper alignment, and are properly flagged. Martin Marietta Materials Inc. shall not be liable for any damage to underground facilities caused by equipment used in the performance of this contract.

2) SUBBASE, AND/OR BASE COURSES: If the subbase and/or base course has not been placed by Martin Marietta Materials Inc., then Martin Marietta Materials Inc. shall not be liable for any defects in the finished pavement developing as a result of any subbase, and/or base course failure. If, after being advised of existing inadequate or defective subbase and/or base course conditions, Customer directs Martin Marietta Materials Inc. to proceed with the work without first correcting those conditions, then Martin Marietta Materials Inc. shall not be liable for any subsequently occurring paving defects or failures.

3) PAYMENT: Martin Marietta Materials Inc. will, from time to time, submit invoices to Customer for work performed and materials and equipment provided by Martin Marietta Materials Inc.. Payment shall be due 30 days from the date of Martin Marietta Materials Inc.'s invoice. Interest at the rate of 18% per annum shall accrue on all invoice amounts not paid when due. In addition, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in the collection of any unpaid balance. The Customer shall not withhold retention.

4) TAXES: The quotation on the reverse side hereof includes sales or use taxes as applicable on job related materials.

5) SCHEDULING OF WORK: Martin Marietta Materials Inc. reserves the right to delay its work until, in its sole judgment, a sufficient area of the job is ready to be paved. If additional mobilizations are requested, they will be billed on a unit price basis. Customer recognizes that Martin Marietta Materials Inc.'s ability to perform paving work is dependant upon site, weather, and temperature conditions and Customer agrees that any projected starting or completion date and any work schedule will remain subject to site, weather, and temperature conditions. Martin Marietta Materials Inc. will use its best reasonable efforts to begin and complete all work promptly. However, Martin Marietta Materials Inc. does not promise or warrant completion by any specific date.

6) ADDITIONAL WORK: Unless otherwise agreed to in this contract, quantity increases will be billed either on a unit price basis, or at time and material rates as agreed to by Martin Marietta Materials Inc. and Customer, so long as the extra work can be performed while Martin Marietta Materials Inc. is at work at the job site performing the original work. Otherwise unit prices for any additional extra work will be negotiated by the parties prior to commencement of such additional work.

7) TERMINATION: Martin Marietta Materials Inc. shall have the right to terminate the contract and shall have no further obligation to perform the contract in the event of any one of the following occurrences:

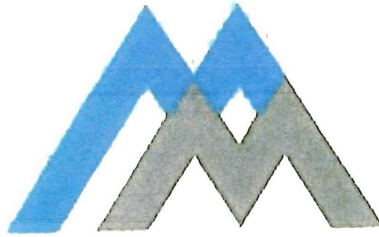
- Martin Marietta Materials Inc. is put on allocation for liquid asphalt, fuel, or other petroleum products, or its performance is otherwise restricted by governmental order or regulation.
- Customer fails to make payments when due.
- Circumstances or events beyond Martin Marietta Materials Inc.'s control prevent completion of the work.
- If Martin Marietta Materials Inc. becomes aware of any hazardous substance in, on, or under the property, Martin Marietta Materials Inc. has the right to discontinue work until the hazardous substance is removed or dealt with in accordance with applicable law. Hazardous substance shall mean any substance defined as hazardous in any federal, state, or other applicable law or regulation. Martin Marietta Materials Inc. shall not be responsible for removing or otherwise dealing in any manner with any hazardous substance on the property being improved. The Owner of the property shall indemnify Martin Marietta Materials Inc. and hold it harmless against any loss, damage, or expense that may be incurred by Martin Marietta Materials Inc. which is caused by or attributable to the presence of any hazardous substance in, on, or under the property.
- If national or regional shortages of crude oil and/or other raw materials used for construction supplies occur, the parties agree that the contract price stated herein may be increased or decreased by the amount necessary to reflect increases or decreases after the date of this quotation. Martin Marietta Materials Inc. shall give notice of any increase prior to commencing work, and Customer shall have the right to terminate this agreement within 24 hours after receipt of such notice of increase; provided, however, that the Owner or Customer shall pay Martin Marietta Materials Inc. its actual expenses incurred through the date of such notice.
- In the event Martin Marietta Materials Inc. terminates the contract for any of the reasons set forth above, Martin Marietta Materials Inc. shall provide Customer with an invoice for all work completed prior to termination, and Customer shall promptly pay the full amount of said invoice.
- Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect, or consequential damages incurred as a result of termination of work.

8) WARRANTY: Martin Marietta Materials Inc. warrants that its labor and services will be performed and its materials supplied in a good and workmanlike manner. All materials supplied by Martin Marietta Materials Inc. shall be of standard grade unless otherwise specified in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Martin Marietta Materials Inc.'s warranty shall continue for a period of one year from the date of substantial completion of its work hereunder. Any claim for defective workmanship or material or for breach of this warranty must be made in writing, delivered via certified mail, return receipt requested, to Martin Marietta Materials Inc. within 20 days from the date of delivery of the materials or performance of the work by Martin Marietta Materials Inc.. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials and work. Martin Marietta Materials Inc.'s liability hereunder, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the reasonable cost of any labor and/or materials shown to Martin Marietta Materials Inc.'s satisfaction to have been defective. Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect or consequential damages. The parties agree that, if soil sterilizer is required to be applied under the terms of this contract, a licensed contractor other than Martin Marietta Materials Inc. will perform such application. Martin Marietta Materials Inc. shall assign to Customer the manufacturer's warranty, if any, given in connection with such soil sterilizer. Martin Marietta Materials Inc. shall not be liable for any damage caused by such application of soil sterilizer.

9) ATTORNEY'S FEES AND COSTS: In the event that Martin Marietta Materials Inc. either initiates or is named as a party in any legal action arising from or related to the furnishing of labor, services, and/or materials to Customer, including any litigation to enforce a mechanic's lien, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in such litigation.

10) INDEMNIFICATION: To the fullest extent permitted by law, Customer shall indemnify Martin Marietta Materials Inc. and hold it harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of Martin Marietta Materials Inc.'s work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Customer, Customer's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The parties acknowledge that this document contains the entire understanding and agreement concerning the work to be done by Martin Marietta Materials Inc.. There are no agreements, oral or otherwise, which are not set forth herein.



Martin
Marietta

Metro Asphalt & Paving
1627 Cole Blvd Suite 200
Lakewood, CO 80401
Phone (303) 657-4200
Fax (303) 657-4414

To: MORTENSON	Contact: Bryan Minzak
Address: 700 MEADOW LANE NORTH MINNEAPOLIS, MN 55422	Phone: 720-920-4313
Project Name: Mortenson: C.O. Stapleton Filing 57 Roads Additional Subgrade Wo	Estimate Number: 23382
Project Number:	Bid Date: 5/24/2021
Project Location: Filing 57 Stapleton, Denver, CO	

REVISED PROPOSAL - DATED 6/7/2021

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Cement Treat Subgrade 4% @ 12"	3,520.00	SY	\$10.40	\$36,608.00
Total Price for above Items:					\$36,608.00
Total Bid Price:					\$36,608.00

- Notes:**
- * The following Proposal, subject to terms and conditions, as noted, and on the attached page, if accepted, shall constitute a contract between the parties to this Proposal. This Proposal shall be valid for a period of Thirty (30) days from the date of Proposal unless otherwise specifically stated in the Proposal.
 - * This contract is expressly conditioned upon approval of Customer's credit by Martin Marietta Materials Inc.'s credit department, and Martin Marietta Materials Inc. shall have no obligation to perform its obligations hereunder until such approval has been obtained. Project scheduling is subject to receipt of accepted Proposal. Please sign in spaces provided to indicate acceptance and return original. Note terms and conditions of sale as listed on Proposal document.
 - * *****
 - * Bid Proposal Valid for 30 Days.

Availability of requested Geogrid may have an impact on schedule

- * **Unit Prices:** Includes Additional Subcontractor Mobilization, Subgrade Prep.,.
- * These exclusions and notes are to become part of the subcontract Change Order Agreement either by an attachment or written in as an Exhibit

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: <u>MORTENSON</u></p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: Martin Marietta Materials, Inc. (Denver)</p> <hr/> <p>John Hyre Project Manager</p> <p>John.Hyre@martinmarietta.com</p>
---	---

MARTIN MARIETTA MATERIALS INC. AGREES TO FURNISH LABOR AND MATERIALS TO CUSTOMER AS SET FORTH ON THE ATTACHED PROPOSAL HEROF, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1) RESPONSIBILITIES OF CUSTOMER AND MARTIN MARIETTA MATERIALS INC.: Customer shall reimburse Martin Marietta Materials Inc. for all expenditures for any required permits or inspection fees assessed by any government entity and paid by Martin Marietta Materials Inc. unless stated otherwise on the reverse hereof. Customer shall ensure that all manholes and other utility structures are on proper grade, in proper alignment, and are properly flagged. Martin Marietta Materials Inc. shall not be liable for any damage to underground facilities caused by equipment used in the performance of this contract.

2) SUBBASE, AND/OR BASE COURSES: If the subbase and/or base course has not been placed by Martin Marietta Materials Inc., then Martin Marietta Materials Inc. shall not be liable for any defects in the finished pavement developing as a result of any subbase, and/or base course failure. If, after being advised of existing inadequate or defective subbase and/or base course conditions, Customer directs Martin Marietta Materials Inc. to proceed with the work without first correcting those conditions, then Martin Marietta Materials Inc. shall not be liable for any subsequently occurring paving defects or failures.

3) PAYMENT: Martin Marietta Materials Inc. will, from time to time, submit invoices to Customer for work performed and materials and equipment provided by Martin Marietta Materials Inc. Payment shall be due 30 days from the date of Martin Marietta Materials Inc.'s invoice. Interest at the rate of 18% per annum shall accrue on all invoice amounts not paid when due. In addition, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in the collection of any unpaid balance. The Customer shall not withhold retention.

4) TAXES: The quotation on the reverse side hereof includes sales or use taxes as applicable on job related materials.

5) SCHEDULING OF WORK: Martin Marietta Materials Inc. reserves the right to delay its work until, in its sole judgment, a sufficient area of the job is ready to be paved. If additional mobilizations are requested, they will be billed on a unit price basis. Customer recognizes that Martin Marietta Materials Inc.'s ability to perform paving work is dependent upon site, weather, and temperature conditions and Customer agrees that any projected starting or completion date and any work schedule will remain subject to site, weather, and temperature conditions. Martin Marietta Materials Inc. will use its best reasonable efforts to begin and complete all work promptly. However, Martin Marietta Materials Inc. does not promise or warrant completion by any specific date.

6) ADDITIONAL WORK: Unless otherwise agreed to in this contract, quantity increases will be billed either on a unit price basis, or at time and material rates as agreed to by Martin Marietta Materials Inc. and Customer, so long as the extra work can be performed while Martin Marietta Materials Inc. is at work at the job site performing the original work. Otherwise unit prices for any additional extra work will be negotiated by the parties prior to commencement of such additional work.

7) TERMINATION: Martin Marietta Materials Inc. shall have the right to terminate the contract and shall have no further obligation to perform the contract in the event of any one of the following occurrences:

- Martin Marietta Materials Inc. is put on allocation for liquid asphalt, fuel, or other petroleum products, or its performance is otherwise restricted by governmental order or regulation.
- Customer fails to make payments when due.
- Circumstances or events beyond Martin Marietta Materials Inc.'s control prevent completion of the work.
- If Martin Marietta Materials Inc. becomes aware of any hazardous substance in, on, or under the property, Martin Marietta Materials Inc. has the right to discontinue work until the hazardous substance is removed or dealt with in accordance with applicable law. Hazardous substance shall mean any substance defined as hazardous in any federal, state, or other applicable law or regulation. Martin Marietta Materials Inc. shall not be responsible for removing or otherwise dealing in any manner with any hazardous substance on the property being improved. The Owner of the property shall indemnify Martin Marietta Materials Inc. and hold it harmless against any loss, damage, or expense that may be incurred by Martin Marietta Materials Inc. which is caused by or attributable to the presence of any hazardous substance in, on, or under the property.
- If national or regional shortages of crude oil and/or other raw materials used for construction supplies occur, the parties agree that the contract price stated herein may be increased or decreased by the amount necessary to reflect increases or decreases after the date of this quotation. Martin Marietta Materials Inc. shall give notice of any increase prior to commencing work, and Customer shall have the right to terminate this agreement within 24 hours after receipt of such notice of increase; provided, however, that the Owner or Customer shall pay Martin Marietta Materials Inc. its actual expenses incurred through the date of such notice.
- In the event Martin Marietta Materials Inc. terminates the contract for any of the reasons set forth above, Martin Marietta Materials Inc. shall provide Customer with an invoice for all work completed prior to termination, and Customer shall promptly pay the full amount of said invoice.
- Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect, or consequential damages incurred as a result of termination of work.

8) WARRANTY: Martin Marietta Materials Inc. warrants that its labor and services will be performed and its materials supplied in a good and workmanlike manner. All materials supplied by Martin Marietta Materials Inc. shall be of standard grade unless otherwise specified in writing. **THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HERBY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.** Martin Marietta Materials Inc.'s warranty shall continue for a period of one year from the date of substantial completion of its work hereunder. Any claim for defective workmanship or material or for breach of this warranty must be made in writing, delivered via certified mail, return receipt requested, to Martin Marietta Materials Inc. within 20 days from the date of delivery of the materials or performance of the work by Martin Marietta Materials Inc.. Failure to comply with the preceding clause shall constitute a full, complete, and unconditional acceptance of materials and work. Martin Marietta Materials Inc.'s liability hereunder, whether in contract, tort, under any warranty, in negligence or otherwise, shall be limited to the reasonable cost of any labor and/or materials shown to Martin Marietta Materials Inc.'s satisfaction to have been defective. Under no circumstances shall Martin Marietta Materials Inc. be liable for special, indirect or consequential damages. The parties agree that, if soil sterilizer is required to be applied under the terms of this contract, a licensed contractor other than Martin Marietta Materials Inc. will perform such application. Martin Marietta Materials Inc. shall assign to Customer the manufacturer's warranty, if any, given in connection with such soil sterilizer. Martin Marietta Materials Inc. shall not be liable for any damage caused by such application of soil sterilizer.

9) ATTORNEY'S FEES AND COSTS: In the event that Martin Marietta Materials Inc. either initiates or is named as a party in any legal action arising from or related to the furnishing of labor, services, and/or materials to Customer, including any litigation to enforce a mechanic's lien, Customer shall be liable for all costs and reasonable attorney's fees incurred by Martin Marietta Materials Inc. in such litigation.

10) INDEMNIFICATION: To the fullest extent permitted by law, Customer shall indemnify Martin Marietta Materials Inc. and hold it harmless from and against claims, damages, losses and expenses arising out of or resulting from performance of Martin Marietta Materials Inc.'s work under this contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of Customer, Customer's subcontractors, anyone directly or indirectly employed by them or anyone for whose acts they may be liable.

The parties acknowledge that this document contains the entire understanding and agreement concerning the work to be done by Martin Marietta Materials Inc.. There are no agreements, oral or otherwise, which are not set forth herein.

CONTRACTOR CHANGE ORDER BREAKOUT
Exhibit C



The Park Creek Metropolitan District
7350 E. 29th Ave. Suite 200
Denver, CO 80238

PROJECT: Filing 57 - Roads

TO: Martin Marietta Materials, Inc.
1627 Cole Blvd., Suite 200
Lakewood, CO 80401

CHANGE ORDER NO.: 6

DATE: 11-Jun-21

CONTRACT NO.: 57-005

DESCRIPTION OF CHANGE: CO #6 Description - Due to Heavy Rains in April and May 2021, additional measures to re-work saturated subgrade on Hanover Street and surrounding area.

Line	Pay Item	Description	Category	Explanation	Unit	Unit Cost	Non Park Trunk QTY	Park Trunk QTY	In-Tract QTY	Denver Water QTY	Total QTY	Total Cost
1	CO 6.1	R&R Saturated Subgrade	Roadways	R&R 8"-9" Saturated Subgrade w/recycled concrete Ground Engineering and Kumar both provided recommendations for saturated subgrade. Cement treatment agreed upon.	CY	\$69.90	0.00	0.00	1,062.00	0.00	1,062.00	\$74,234
2	CO 6.2	Cement Treat Subgrade	Roadways		SY	\$10.40	0.00	0.00	3,520.00	0.00	3,520.00	\$36,608
3												
4												
5												
6												
7												
8												
9												
10												
11												
12												
13												
14												
15												
											Total:	\$110,842

CONSECUTIVE CALENDAR DAY INCREASE TO THE PROJECT SCHEDULE AS A RESULT OF THIS CHANGE IS 0 DAYS

- Routing Information:
- 6 originals to Contractor for Signature (from Mortenson)
 - 5 originals returned to Construction Manager for Signature (from Contractor)
 - 5 originals forwarded to Development Manager for Signature (from Construction Manager)
 - 5 originals forwarded to Owner for Signature (from Development Manager)
 - 3 executed originals returned to Development Manager (from Owner)
 - 2 executed originals returned to Construction Manager (from Development Manager)
 - 1 executed original returned to Contractor (from Construction Manager)



CONTRACTOR CHANGE ORDER
Exhibit C

The Park Creek Metropolitan District
7350 E. 29th Ave. Suite 200
Denver, CO 80238

RECEIVED JUN 28 2021

CHANGE ORDER NO.: 6

PROJECT: Filling 57 - Roads
TO: Marlin Marietta Materials, Inc.
1627 Cole Blvd., Suite 200
Lakewood, CO 80401

DATE: 11-Jun-21

CONTRACT NO.: 67-005

DESCRIPTION CO #6 Description - Due to Heavy Rains In April and May 2021, additional measures to re-work saturated subgrade on
OF CHANGE: Hanover Street and surrounding area.

Full and final settlement of all costs and charges, including all necessary labor, material, equipment, services, taxes, costs to maintain schedule, bonds and insurance described in the following:

Line	Pay Item	Description	Non Park Trunk Amt	Park Trunk Amt	In-Tract Amount	Denver Water Amt	Total Amount
1	CO 6.1	R&R Saturated Subgrade	\$0	\$0	\$74,234	\$0	\$74,234
2	CO 6.2	Cement Treat Subgrade	\$0	\$0	\$36,608	\$0	\$36,608

no notes

See Attached for Additional Breakout Information

Net Increase/Decrease to Contract:	\$0	\$0	\$110,842	\$0	\$110,842
The original Contract Sum was	\$0	\$0	\$8,494,703	\$0	\$8,494,703
Net change by previously authorized Change Orders	\$0	\$0	\$342,710	\$0	\$342,710
The Contract Sum prior to this Change Order was	\$0	\$0	\$8,837,413	\$0	\$8,837,413
The Contract Sum will be modified in the amount of	\$0	\$0	\$110,842	\$0	\$110,842
The new Contract Sum including this Change Order will be	\$0	\$0	\$8,948,255	\$0	\$8,948,255

AS A RESULT OF THIS CHANGE THE SCHEDULE IS INCREASED BY 0 CONSECUTIVE CALENDAR DAYS UNLESS STATED ABOVE, ALL CONTRACT PROVISIONS SHALL CONTINUE IN FULL FORCE AND EFFECT

Recommended by: Construction Manager
M.A. Mortenson Company
8560 Northfield Blvd. Suite 1920
Denver, CO 80238

Accepted by: Contractor/Supplier
Marlin Marietta Materials, Inc.
1627 Cole Blvd., Suite 200
Lakewood, CO 80401

Contractor's VP/GM Approval *py*

Contractor's Legal Approval *JG*

Michael R. Finn
BY (Signature)

C Howard Nye
BY (Signature)

Michael R. Finn
(Printed Name)

C Howard Nye
(Printed Name)

6/28/21
Date

6/27/2021
Date

Approved by: Development Manager
Forest City Stapleton Inc.
7351 E. 29th Ave.
Denver, CO 80238

Approved by: Owner
The Park Creek Metropolitan District
7350 E. 29th Ave. Suite 200
Denver, CO 80238

Charles C. Nicola, Jr.
Charles C. Nicola, Jr., Sr. Vice President

King H. Harris, President

Date

Date

Please See Attached for Routing Information



8560 Northfield Blvd
Unit 1920
Denver, CO 80238
main 720.920.4300
fax 720.920.4301
www.mortenson.com

RECEIVED JUN 28 REC'D

June 28, 2021

Forrest Hancock
Brookfield Development
7351 East 29th Avenue
Denver, CO 80238

**RE: Filing 57 – Roads
Martin Marietta Materials Change Order No. 6
Mortenson Project No. 18060044**

Dear Forrest Hancock:

Attached you will find four (4) copies of Martin Marietta Materials, Inc. Change Order No. 6 which includes the following:

- R&R Saturated Subgrade
- Cement Treat Subgrade

The total proposed amount of this change order is \$110,842.00.

The percentage of dollars committed to SBE/DBE included in this change is 0%.

The percentage of dollars committed to SBE/DBE contractors in the contract entirely is 40.0%.

Should you have any questions, please do not hesitate to contact us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael Finn", with a stylized flourish at the end.

Michael Finn
Project Manager

Enclosures: Martin Marietta Materials Change Order No. 6
cc: 18060044 – 72.01 Mortenson