

**SILVER PEAKS EAST
METROPOLITAN DISTRICT**
141 Union Boulevard, Suite 150
Lakewood, Colorado 80228
Phone: 303-987-0835

NOTICE OF SPECIAL MEETING AND AGENDA

DATE:	December 10, 2020
TIME:	10:00 a.m.
PLACE:	<p>DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE JOIN THE VIDEO ENABLED WEB CONFERENCE VIA ZOOM AT:</p> <p>https://us02web.zoom.us/j/83158047137?pwd=ZC9OM1hZTjFNBmtiaHByeTk4RGxKUT09</p> <p>Meeting ID: 831 5804 7137</p> <p>Passcode: 807663</p> <p>Or Dial in at: 1-346-248-7799</p>

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Harvey E. Deutsch	President	May, 2023
Michael Blumenthal	Assistant Secretary	May, 2023
Steve A. Steele	Treasurer/Assistant Secretary	May, 2023
Michael Bird	Assistant Secretary	May, 2022
Michael Cannon	Assistant Secretary	May, 2022
Judy Leyshon	Secretary	

I. ADMINISTRATIVE MATTERS

- A. Present disclosures of potential conflicts of interest.

B. Review and consider the engagement of Collins Cockrel and Cole P.C. as District General Counsel (enclosure).

C. Review and consider acceptance of the resignation of McGeady Becher P.C. as District General Counsel (enclosure).

D. Approve agenda and confirm quorum; confirm location of meeting and posting of meeting notices.

E. Discuss business to be conducted in 2021 and consider adoption of Resolution of the Board of Directors of Silver Peaks East Metropolitan District (“District”) Establishing Regular Meeting Dates, Time and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices (enclosure).

F. Discuss §32-1-809, C.R.S., Transparency Notice reporting requirements and mode of eligible elector notification for 2021.

G. PUBLIC COMMENT. Matters not specifically included on the Agenda may be addressed. As a courtesy to others, comments shall be limited to three minutes per person.

II. CONSENT AGENDA

Consent Agenda – These items are considered to be routine and will be ratified by one motion. There will be no separate discussion of these items unless a board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- None

III. FINANCIAL MATTERS

- A. Conduct Public Hearing to consider Amendment to 2020 Budget and (if necessary) consider adoption of Resolution to Amend the 2020 Budget and Appropriate Expenditures.
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- B. Conduct Public Hearing on the proposed 2021 Budget and consider adoption of Resolution to Adopt the 2021 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies (enclosures – final assessed valuation and Resolutions) (draft 2021 Budget-to be distributed).
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- C. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.
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- D. Consider appointment of District Accountant to prepare the 2022 Budget and set date for public hearing to adopt the 2022 Budget.
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IV. LEGAL MATTERS

- A. Discuss potential need to amend Ditch Easement Agreement by and among the District, LOB, LLC and The Farmers Reservoir and Irrigation Company.
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- B. Review and consider approval of Intergovernmental Agreement Partial Assignment Concerning Maintenance of Certain Speer Canal Crossing Improvements by and between the Town of Lochbuie and the District.
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- C. Acknowledge direction from LOB LLC to direct any reimbursement otherwise owing under the Operation Funding Agreement by and between the District and LOB LLC, as amended, and the Facilities Funding and Acquisition Agreement by and between the District and LOB LLC to Melody Homes, Inc.
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- i. Review and consider approval of Termination of Operation Funding Agreement by and between the District and LOB LLC (enclosure).
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- ii. Review and consider approval of Termination of Facilities Funding and Acquisition Agreement by and between the District and LOB LLC (enclosure).
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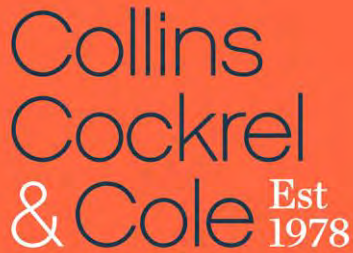
V. OTHER BUSINESS

- A. Discuss timing of the resignations of certain directors from the Board of Directors.
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- B. Update on status of development within the District.
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-

VI. ADJOURNMENT

**THERE ARE NO REGULAR MEETINGS SCHEDULED FOR THE
REMAINDER OF 2020.**



SHAREHOLDERS
Paul R. Cockrel
James P. Collins
Robert G. Cole
Timothy J. Flynn
Evan D. Ela
Linda M. Glesne
David A. Greher
Kathryn G. Winn
Allison C. Ulmer
Matthew P. Ruhland

ASSOCIATES
Joseph W. Norris
Bart W. Miller
Ayshan E. Ibrahim

303.218.7212
mruhland@cccfirm.com

October 7, 2020

ATTORNEY-CLIENT PRIVILEGED

VIA E-MAIL

Board of Directors
Silver Peaks East Metropolitan District

Re: Letter of Engagement

Dear Board Members:

We understand that the Silver Peaks East Metropolitan District (the “**Client**”) desires to appoint Collins Cockrel & Cole, a professional corporation (the “**Attorney**”), as the Client’s general counsel pursuant to Section 31-25-1212(1)(m), C.R.S., for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Attorney will advise the Client on all district-related matters referred to the Attorney by the Client. We will take our direction from the Board of Directors (the “**Board**”) and the President and/or Secretary of the Board, or such other person as is designated by the Board to be its representative and spokesperson for purposes of communication with the Attorney. We do not represent (i) any person or entity (except the Client itself); (ii) individual members of the Board; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the boundaries of the Client (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Attorney owes professional responsibilities only to the Client itself. In all matters involving the Client, such Other Persons should retain their own legal counsel.

2. Potential Conflicts of Interest.

The Attorney previously represented DR Horton/Melody Homes, Incorporated (the “**Former Client**”) in the due diligence of the Client related to the purchase of property within the Client’s boundaries by the Former Client (the “**Due Diligence Matter**”). The Attorney has concluded its representation of the Former Client related to the Due Diligence Matter and does not believe that

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390 Union Blvd, Suite 400, Denver, CO 80228-1556

office 303.986.1551 | toll free 800.354.5941 | fax 303.986.1755 | www.cccfirm.com



the Client and the Former Client have materially adverse interests to one another because both the Client and Former Client we interested in the successful purchase of property within the boundaries of the Client, which has been completed, and the Former Client expressly consented to the Attorney's representation of the Client in writing.

Although we do not believe a conflict of interest currently exists between the Client and the Former Client, your approval of this Letter of Engagement represents your consent to such potential conflict of interest. If a dispute were to arise in the future between the Client and the Former Client, the Attorney would likely be unable to represent either of these parties in such matter.

3. Designation of Attorney and Assistants.

I, Matthew P. Ruhland, a Partner with the Attorney, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

4. Compensation.

The Attorney shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Attorney's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. The Attorney supervises the work product of associates, paralegals and law clerks.

The Client shall pay for services within 30 days of the date of the invoice. The Attorney shall not be obligated to perform any services if payment of fees is 60 days overdue. If payment for any services or expenses remain unpaid for more than 30 days, unpaid amounts will be charged interest at the rate of 1.5% per month, compounded monthly (19.6% APR). The Client shall be responsible for any costs of collection incurred by the Attorney, including reasonable attorneys' fees.

The Attorney's current billing rates are subject to adjustment, but not by more than ten percent collectively at any time without written notice. The Attorney's 2020 Fee Schedule is attached.

5. Expenses.

Expenses for which the Attorney will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

- (a) Mileage.
No charge, unless lengthy travel distance.
- (b) Out-of-Town Travel.
Expenses at cost without mark-up. Travel time by Attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.
- (c) Long-Distance Telephone Service.
No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing.
- (d) Computer Expenses.
No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.
- (e) Photocopies.
No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.
- (f) Postage.
No charge for usual first class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.
- (g) Facsimile.
No charge.
- (h) Couriers.
Courier service will be used on an as-needed basis with the cost thereof being billed to the Client without mark-up.
- (i) Other Reimbursables.
Other reimbursables include our payment of filing fees, costs for service of process and related services, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other related expenses. All such reimbursables will be billed to the Client at cost without mark-up.



(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may become necessary under certain circumstances. To the extent that such services are required, the Attorney will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of Attorney.

6. Communications between Attorney and Client.

Written and oral communication between the Attorney and the Client on the Client's matters shall be made using all current forms of technology including mail, express courier, courier, fax, email, land-based telephone, cellular telephone and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of communication, the Client must contact the Attorney and instruct the Attorney as to any unacceptable means of communication for Client matters.

7. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Attorney in the representation of the Client. All expressions made by the Attorney relative thereto are solely matters of the Attorney's opinion.

8. Power of Attorney to Execute Documents.

The Client grants to the Attorney the power to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

9. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Attorney for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Attorney, will not be retained indefinitely. Upon Client request, we will return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs. We may retain copies of all or any portion of the Client's file duplicated at our expense. If the Client does not request its files, we will keep the files and information therein for a minimum of 30 days after the conclusion or termination of representation, after which we may retain, destroy or



otherwise dispose of them as we deem appropriate, except that we will not destroy (i) original documents entrusted to us for continued representation as part of our services; and (ii) any documents that the Client is obligated by law to retain.

10. Illegal Alien Certification.

Pursuant to the requirements of H.B. 06-1343, the Attorney certifies that the Attorney will comply with the provisions of Section 8-17.5-101 et seq., C.R.S., and the Attorney will not knowingly employ or contract with an illegal alien to perform work for the Client. The Attorney has verified that the Attorney (i) has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the E-Verify Program administered by the Department of Labor and Employment; and (ii) otherwise will comply with the requirements of Section 8-17.5-102(1), C.R.S., regarding such verification. The Attorney agrees to comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If we do not comply with any requirement of Section 8-17.5-101 et seq., C.R.S., regarding illegal alien verification, the Client may immediately terminate the Attorney's services, subject to payment for work performed prior to the termination date as described herein.

11. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Attorney. The agreement represented by this letter may not be amended or modified except in writing and signed by both parties hereto.

12. Term.

The agreement represented by this letter shall remain in effect until terminated by written notice of either party.

**Collins Cockrel & Cole,
a Professional Corporation**

**Silver Peaks East Metropolitan
District**

By: **Matthew P. Ruhland**

_____, **President**



BILLING RATES
EFFECTIVE 1/2020

Paralegal Assistant	\$125
Crystal Schott, Paralegal	\$190
Sarah Luetjen, Paralegal	\$195
Peggy Rupp, Paralegal	\$220
Micki Mills, Paralegal	\$240
Ayshan E. Ibrahim, Associate	\$225
Bart W. Miller, Associate	\$265
Joseph W. Norris, Associate	\$285
Matthew P. Ruhland, Partner	\$360
Allison C. Ulmer, Partner	\$365
Kathryn G. Winn, Partner	\$365
David A. Greher, Partner	\$400
Linda M. Glesne, Partner	\$380
Evan D. Ela, Partner	\$385
Timothy J. Flynn, Partner	\$390
Robert G. Cole, Partner	\$390



Paul R. Cockrel, Partner	\$445
James P. Collins, Partner	\$445



October 7, 2020

Silver Peaks East Metropolitan District
Board of Directors

Re: McGeady Becher P.C. Resignation

Dear Board of Directors:

The purpose of this letter is to confirm the resignation of McGeady Becher P.C. as counsel to the Silver Peaks East Metropolitan District (“**District**”), effective as of October 7, 2020. We understand the District engaged Collins Cockrel & Cole P.C. as new counsel to serve as of the date set forth above.

We will deliver the last five years of the District’s files to your new counsel on or before October 16, 2020.

We have appreciated the opportunity to serve the District over the past years and wish you the best of luck in the future.

Very truly yours,

McGEADY BECHER P.C.

McGeady Becher P.C.

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RESOLUTION NO. 2020-12-____

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Silver Peaks East Metropolitan District (the "**District**"), Weld County, Colorado:

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

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

3. That regular meetings of the District Board for the year 2021 shall be held on _____ at _____, at the offices of _____.

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

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

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

7. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

8. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) On East 168th Avenue, along the southeast border of the District’s boundaries.

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

[SIGNATURE PAGE FOLLOWS]

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

RESOLUTION APPROVED AND ADOPTED on _____, 2021.

**SILVER PEAKS EAST METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

CERTIFICATION OF VALUATION BY WELD COUNTY ASSESSOR

Name of Jurisdiction: 1576 - SILVER PEAKS EAST METRO DISTRICT

IN WELD COUNTY ON 11/24/2020

New Entity: No

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 2020 IN WELD COUNTY, COLORADO

1. PREVIOUS YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,330
2. CURRENT YEAR'S GROSS TOTAL TAXABLE ASSESSED VALUATION: *	\$2,280
3. LESS TIF DISTRICT INCREMENT, IF ANY:	\$0
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	\$2,280
5. NEW CONSTRUCTION: **	\$0
6. INCREASED PRODUCTION OF PRODUCING MINES: #	\$0
7. ANNEXATIONS/INCLUSIONS:	\$0
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: #	\$0
9. NEW PRIMARY OIL OR GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b) C.R.S.): ##	\$0
10. TAXES COLLECTED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1))(a) C.R.S.):	\$0.00
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.):	\$0.00

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

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

Jurisdiction must submit respective certifications (Forms DLG 52 AND 52A) to the Division of Local Government in order for the values to be treated as growth in the limit calculation.

Jurisdiction must apply (Forms DLG 52B) to the Division of Local Government before the value can be treated as growth in the limit calculation.

USE FOR 'TABOR' LOCAL GROWTH CALCULATIONS ONLY

IN ACCORDANCE WITH THE PROVISION OF ARTICLE X, SECTION 20, COLO CONST, AND 39-5-121(2)(b),C.R.S. THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR 2020 IN WELD COUNTY, COLORADO ON AUGUST 25, 2020

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: @	\$4,069
ADDITIONS TO TAXABLE REAL PROPERTY:	
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: !	\$0
3. ANNEXATIONS/INCLUSIONS:	\$0
4. INCREASED MINING PRODUCTION: %	\$0
5. PREVIOUSLY EXEMPT PROPERTY:	\$0
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	\$0
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.)	\$0
DELETIONS FROM TAXABLE REAL PROPERTY:	
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	\$0
9. DISCONNECTIONS/EXCLUSION:	\$0
10. PREVIOUSLY TAXABLE PROPERTY:	\$0

@ 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 new mines and increases in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1),C.R.S. AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS : 1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY:----->

\$0

NOTE: All levies must be Certified to the Board of County Commissioners NO LATER THAN DECEMBER 15, 2020

Data Date: 11/24/2020

RESOLUTION NO. 2019 - 12 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SILVER PEAKS EAST METROPOLITAN DISTRICT
TO ADOPT THE 2021 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Silver Peaks East Metropolitan District (“District”) has appointed the District Accountant to prepare and submit a proposed 2021 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, 2020, 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 December 10, 2020, 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 inter-fund 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 Silver Peaks East Metropolitan District:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Silver Peaks East Metropolitan District for the 2021 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 10th day of December, 2020.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Judy Leyshon, hereby certify that I am the duly appointed Secretary of the Silver Peaks East Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2021, duly adopted at a meeting of the Board of Directors of the Silver Peaks East Metropolitan District held on December 10, 2020.

By: _____
Secretary

RESOLUTION NO. 2020 - 12 - ____

A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SILVER PEAKS EAST METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Silver Peaks East Metropolitan District (“District”) has adopted the 2021 annual budget in accordance with the Local Government Budget Law on December 10, 2020; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2021 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Silver Peaks East Metropolitan District:

1. That for the purposes of meeting all general fund expenses of the District during the 2021 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 2021 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 Weld 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 10th day of December, 2020.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

TERMINATION OF OPERATION FUNDING AGREEMENT

THIS **TERMINATION OF OPERATION FUNDING AGREEMENT** (“**Termination Agreement**”) is made and entered into this ____ day of _____, 2020, with an effective date of _____, 2020, by and between **SILVER PEAKS EAST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LOB LLC**, a Colorado limited liability company (“**Former Developer**”) (collectively, the “**Parties**”).

RECITALS

A. The Parties previously entered into that certain 2016-2017 Operation Funding Agreement dated December 5, 2016, as amended by that certain First Amendment dated October 12, 2017, effective as of January 1, 2018, Second Amendment dated November 2, 2018, effective as of January 1, 2019, and Third Amendment dated November 18, 2019 (collectively, the “**Operation Funding Agreement**”).

B. Pursuant to the Operation Funding Agreement, Former Developer previously advanced funds to the District for operation and maintenance expenses for fiscal years 2016 through 2020 (the “**Outstanding Advances**”).

C. The Former Developer has requested that the District terminate the Operation Funding Agreement and direct any reimbursement for Outstanding Advances payable under the Operation Funding Agreement to Melody Homes, Inc., a Delaware corporation (“**Melody**”), under the terms of a separate agreement that the District and Melody anticipate entering into.

D. The Parties desire to terminate the Operation Funding Agreement.

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Termination. The District and Former Developer agree that the Operation Funding Agreement is terminated and of no further force or effect as of the date of this Termination Agreement, that Former Developer has no further obligation to advance funds to the District under the Operation Funding Agreement, and that the District has no further obligation to reimburse Former Developer under the Operation Funding Agreement.

2. Waiver and Release. Former Developer hereby waives any and all rights to reimbursement under the Operation Funding Agreement. The District and Former Developer hereby release each other from any and all liabilities, obligations or duties that may have arisen or have been contemplated by the Operation Funding Agreement. The District and Former Developer each agree not to make any claim against the other with respect to the Operation Funding Agreement or the performance or non-performance of any covenant or condition contained within or contemplated by the Operation Funding Agreement.

IN WITNESS WHEREOF, the District and Former Developer have executed this Termination of Operation Funding Agreement as of the date first set forth above.

SILVER PEAKS EAST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

LOB LLC, a Colorado limited liability company

By: _____
Its: _____

TERMINATION OF FACILITIES FUNDING AND ACQUISITION AGREEMENT

This **TERMINATION OF FACILITIES FUNDING AND ACQUISITION AGREEMENT** (this “**Termination Agreement**”) is made and entered into this ____ day of _____, 2020, with an effective date of _____, 2020, by and between **SILVER PEAKS EAST METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LOB LLC**, a Colorado limited liability company (the “**Former Developer**”) (the District and the Former Developer may individually be referred to herein as a “**Party**” and collectively as the “**Parties**”).

RECITALS

A. The District and the Former Developer are parties to that certain Facilities Funding and Acquisition Agreement dated December 5, 2016, (the “**FFAA**”).

B. Pursuant to the FFAA, the Former Developer previously advanced funds to the District for capital expenses (“**Outstanding Advances**”).

C. The Former Developer has requested that the District terminate the FFAA and direct any reimbursement for Outstanding Advances payable under the FFAA to Melody Homes, Inc., a Delaware corporation (“**Melody**”), under the terms of a separate agreement that the District and Melody anticipate entering into.

D. The Parties desire to terminate the FFAA.

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

COVENANTS AND AGREEMENTS

1. Termination. The Parties agree that the FFAA is terminated and is of no further force or effect, as of the effective date of this Termination Agreement.

2. Representations. Each Party represents that it has not transferred, assigned, or granted to any other party any rights or obligations under the FFAA.

3. Release. The Parties hereby release each other from any and all liabilities, obligations, or duties that may have arisen or have been contemplated by the FFAA. Each Party agrees not to make any claim against the other Party with respect to the FFAA or the performance or non-performance of any covenant or condition contained within or contemplated by the FFAA.

4. Binding Effect. This Termination Agreement may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which counterparts, taken together, shall constitute but one and the same agreement.

IN WITNESS WHEREOF, the Parties have executed this Termination Agreement as of the date first set forth above.

SILVER PEAKS EAST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
President

Attest:

Secretary

LOB LLC, a Colorado limited liability company

By: _____
Name: _____
Its: _____