

EBERT METROPLITAN DISTRICT

c/o Special District Solutions, Inc.
2370 Antelope Ridge Trail
Parker, CO 80138
303-662-1999

<https://www.ebertmetrodistrict.org/>

Special Meeting Notice & Agenda

Board of Directors

Term Expires

Bruce Shibles, President & Co-Treasurer	May 2025
Cynthia Barclae, Secretary	May 2025
Louis Kennedy, Treasurer	May 2027
Katherine Haynes, Assistant Secretary	May 2025*
Vacant, Assistant Secretary	May 2027*

** This term will be a two-year term at the May 2025 Election.*

DATE: Tuesday – October 15, 2024

TIME: 7:30 p.m.

LOCATION: Virtual via Zoom at
<https://us06web.zoom.us/j/5988306396?omn=84946917840>

or via telephone at 719-359-4580, then 598 830 6396#, or
720-707-2699, then 598 830 6396#

1. Call to Order:
 - A. Roll Call of the Board of Directors / Declaration of a Quorum
 - B. Director Qualifications and Disclosures
2. Review and Approval of Agenda:
3. Correspondence:
4. Public Comment: The Board and District staff truly value the public's input. Please keep comments restricted to the topics of the District and its business, and time limited to a maximum of three (3) minutes.

New Business:

5. Consider appointment to fill current vacancy on the District's Board of Directors
 - A. Interview Candidates (enclosures)
 - B. Consider Appointment of Preferred Candidate
6. Review and Consider Selection of District Manager
7. Review and Consider Approval of a Landscaping Capital improvement Project

Executive Session:

8. Executive Session for the purposes of receiving legal advice on specific legal questions concerning the transition of tax revenue and budgeting control from Town Center Metropolitan District to Ebert Metropolitan District, the acquisition of property, and determining positions subject to negotiations, developing strategy for negotiations, and instructing negotiators concerning said transition per §24-6-402(4)(a), (b), and (e)(I), C.R.S.

Other Business:

9. Consideration of intergovernmental agreement with Town Center Metropolitan District for consolidation of the Districts in 2025. (enclosures)
10. Consideration of agreement with Clayton Properties concerning the transition of tax revenue and budgeting control from Town Center Metropolitan District to Ebert Metropolitan District in 2025.
11. Other matters that may come before the Board
12. Adjourn

Next Regular Meeting: Tuesday - December 3, 2024 @ 7:00 p.m.

Mary Etta Curtis

20366 E. 49th Avenue, Denver, CO 80249

mecurtis@comast.net

Dear Kurt Schlegel,

I am excited to be applying for the position of board member. Please accept this letter and attached resume as my interest in this position.

Currently, I am responsible for the Human Resources administration support for the office and employees, related to the nonprofit organization, Montbello Organizing Committee.

I am a resident of Green Valley and have lived here 24 years, building my own home, and was one of the eight homes built in August of 2001 called, "Foxtails." I am familiar with the neighborhood where I have seen the community of Green Valley change, grow, the ethnicity and diversity of our neighbors expand. I have been a member of the Green Valley Golf Club, when they had members over 24 years ago when we had individual lockers, and access to the golf course. I am familiar with every staff member of the Green Valley Golf Club as well as a team member of the upcoming 2025 Golf fundraising tournament with Colorado Black Arts Movement (CBAM) and Montbello Organizing Committee.

My experience is an excellent fit for the list of requirements in this role:

- Reside and own property in Ebert Metropolitan District
- Registered voter in the State of Colorado.
- Knowledge of board rules, policies, and procedures.
- Registered with the State of Colorado as a licensed notary.

Thank you for taking the time to review my application.

Sincerely,

Mary Etta Curtis

Mary Etta Curtis

Mary Etta Curtis
20366 East 49th Ave Denver, CO. 80249
mecurtis@comcast.net

SUMMARY

Business professional that provides excellent customer service in high end Retail and Non-Profit Organizing setting the highest standard for my clients. I pursue all necessary resources to maintain my skills and to provide my clients with up to date and accurate information to ensure my clients success.

Education

Michigan State University, E. Lansing, MI 9/1969 – 6/1973

- BSN, Michigan State University

Nonprofit Insurance, Online, 6/2023

- Certificate: Accounts Receivable

Cornell University, Online, 12/2023 - Present

- Certificate: Entrepreneurship

Professional Background

Montbello Organizing Committee 6/2013 – Present

Executive Bookkeeper/Human Resources Manager

- Bookkeeping, A/R, A/P, time sheet overview, billing, invoicing, licensure renewal, insurance renewals,
- Client liaison- overseeing document control, coordinate travel arrangements, purchases, and assisting with client requests,
- Focus on ensuring that projects are completed on time and in an excellent manner.
- Coordinate all administrative activities related to an organization's personnel.
- Develop recruitment strategies, implementing systems for managing staff benefits, payroll, behavior, and onboarding new employees.

Neiman Marcus 1994-2009

Sales Consultant

- Sold all St John's designer knits, fine apparel: Furs, Accessories, Cosmetics, Gifts & Escada.
- Performed customer service duties while meeting monthly sales goals.

Neiman Marcus, Troy Michigan 1994-2001

Sales Consultant

- Managed the implementation of large complex accounts.
- Worked directly with account teams, customers, equipment venders and other internal departments to introduce new seasonal merchandise for St John's and other designer lines.
- Processed requests for specific clothing and jewelry items customers had difficulty finding.
- Wrote reviews of sales operations and developing work goals.
- Scheduled list of potential customers for invitations to trunk shows by designers- (fashion shows introducing new clothing lines and seasonal options on an ongoing basis)

Customer Care Representative

- Managed hundreds of inbound calls from customers assisting them with service problems and billing issues.
- Trained and assisted employees to communicate effectively with clients improving quality assurance measurements.
- Assisted customers with basic shopping needs as well as extra ordinary request for difficult to locate items.

Mary Etta Curtis
20366 East 49th Ave Denver, CO. 80249
mecurtis@comcast.net

Guidance and Mentoring

Dress for Success Denver-Mentoring Board Seat-2/2008 – 6/2020

- Promoted the economic independence of disadvantaged women by providing a network of support and career development tools.

Shaka Board-Coordinator-1/2002-01/05/2011

- Provided suicide prevention support for young adults.

South Africa Relief-Volunteer-2/2008

- Assisted in relief efforts by providing aid for children and students.

United Church of Montbello Council Member

Board Seat 04/2013-04/2015

- Assisted in the administration of rites and sacraments of the church.
- Aided the Pastor with the spiritual nurture and worship experience of the Church and Community.

Pastoral Relation Committee

To facilitate the effective relationship between the Pastor and the congregation; to negotiate a contract with the Pastor; to review annually with the Pastor the adequacy of his/her salary and other remuneration; to propose policy to Council including but not limited to salary and pension.

- **Friendship/Fellowship United Church of Montbello Committee**

Seated: 01/2001/12-Present

- Provide a network for emergency communication within the congregation.
- Coordinate and implement social function throughout the church year to the congregation and community via church, letter, bulletins, community publications etc.

Just Good Friends, Inc.

Member Seat 01/25/05- Present

- Members consist of women of high ethical and moral standards who are interested in promoting friendship through stimulating and exciting social activities, and who shall equally all right.

Treasurer - 10/01/05-Present

- Receive and deposit all funds of the organization in the name of Just Good Friends INC. in a timely manner.
- Disburse all funds in accordance with the approved budget. Keep an accurate bookkeeping record of such funds.
- Present the budget of estimated income and expenditures to the National Council and National Body.
- Bonded by an approved bonding company in an amount to be determined by the National Executive Council.

Melmec – 11/2001 – Present

Arbonne International Consultant

- Beauty, Health, and Wellness

Computer Skills: MS Office, Data Entry, Account Data Base, Quick Books for Windows

Certifications: Licensed Notary for the State of Colorado: 12/2022 – 12/2026



Keith P. Mays

September 12, 2024 at 4:39 PM

Re: Ebert Metropolitan District - Board Vacancy Notice

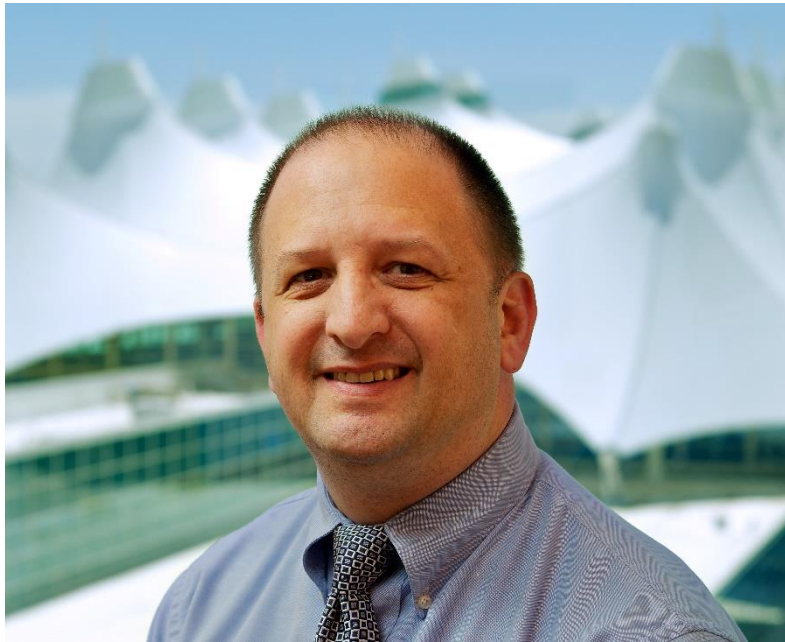
To: Shibles Bruce, Kurt Schlegel



Bruce and Kurt,

Since I have served on the Ebert Metropolitan District Board in the past, I would be willing to serve again to fill this vacancy.

Keith Mays
303-601-4437



Keith Mays

- I was appointed and served on the Board of Directors for Ebert Metropolitan District, July 2021-May 2022.
 - As the Assistant Secretary, I was responsible for managing the district's website (EbertMD.Colorado.gov), email accounts (@EbertMD.org), and document storage.
 - I revised and updated the district website to make it easier to navigate.
 - I provided access to district records (Resolutions, Agreements, Administrative Documents) not previously searchable or accessible to the public.
- I have been in public service for over 35 years.
 - United States Air Force
 - University of Minnesota
 - City and County of Denver
 - Ebert Metropolitan District
- Leticia and I have been residents of Fairway Villas in the Ebert Metropolitan District since June 2019 (5 years).
- Previously, we lived in the Green Valley Ranch Metropolitan District, 1998-2019 (21 years).
- I graduated from the United States Air Force Academy in 1987 with a Bachelor of Science degree in Mathematics.
- I served in the United States Air Force in Air Traffic Control and Airfield Management throughout the United States and abroad until 1994.
- I worked in the Academic Counseling office for Women's Athletics at the University of Minnesota, 1994-1996.
- I completed a Master of Aeronautical Science degree with Embry-Riddle Aeronautical University in 1997.
- I worked for the City and County of Denver as the Assistant Director – Ramp Tower at Denver International Airport, 1998-2020.



potichad@gmail.com

September 21, 2024 at 7:52 AM

RE: NOTICE OF VACANCY FOR EBERT METROPOLITAN DISTRICT

To: bnshibles@comcast.net, Cc: Kurt Schlegel

[Details](#)

Dear Mr. Shibles,

My name is David Poticha, I currently live at 5025 N. Jebel Street in the Enclave. I am a practicing attorney of 23 years all of which has been spent in the Denver metro area, and the last 8 of which has been in the City of Denver. I have now lived in the Enclave for a year after spending a little over 6 in Green Valley Ranch over by Pena Blvd. I am currently the General Counsel for a non-profit healthcare organization located on the Anschutz Medical Campus and affiliated with the University of Colorado. I am a Colorado native, born and raised in the southern suburbs of Denver. My mother was on the Colorado Water Quality Control Commission as a founding member from 1972-1980 and was on the Greenwood Village Homeowner's Board and their City Council for an additional 12 years, so I have seen a lot but have never been specifically involved in being on such a Board. I am on the Board of Directors now for Big Brothers Big Sisters of Colorado but my primary focus on that Board is fundraising.

I am interested in participating on this board because I find myself regularly wanting to discuss issues I see with my community, to make change, to participate and help in the community. I have long thought about being on a city council or homeowner's board like my Mom, but this is the first time I have lived somewhere that I really feel connected to the community and want to help make it better.

I am happy to tell you more or give you more information about myself, but I am not exactly sure of the process here. Please let me know what else you would need from me or would like to know.

Thanks for the opportunity to express my interest in filling this vacancy.

Best regards,

David Poticha

David H. Poticha
17758 E. 44th Ave. Denver, CO 80249
303-725-7377; Potichad@yahoo.com

Experienced In House Attorney with Advanced Degree and over 19 years of legal experience in the life sciences including intellectual property, commercial and reimbursement transactions and contracts, privacy, compliance and regulatory work, also including hands on experience dealing with employment, litigation and other corporate matters. Work experience has been with therapeutics, medical devices and medical diagnostics. Jobs experience entails in-house, large law firm and University experience. In-house experience includes 2 IPO's, significant transaction/contract drafting and negotiation experience, 2 corporate acquisitions, and substantial experience managing and developing IP portfolios and strategies.

PROFESSIONAL EXPERIENCE

CPC Clinical Research (501(c)3 Colorado non-profit)

General Counsel; Director of Compliance

Aurora, CO

March 2022-present

Data Privacy Officer; Head of Business Development

- Head of a 5-person Legal Affairs team that includes Quality Assurance, Quality Compliance, Business Development and Legal
- Responsible for negotiating all agreements and handling all legal matters for CPC, which is an academic research organization (ARO) that manages clinical trials for drugs and devices
- Spearheaded a full revamp of the SOPs and policies
- Negotiated over 300 Clinical Trial Agreements with sites in the first 24 months
- Closed over \$300M worth of clinical trial research and service agreements
- Closed \$50M in consulting and specialty service agreements

Biodesix, Inc.

Head of Legal; Sr. Director of Legal

Boulder, CO

May 2016-February 2022

Data Privacy Officer

(Other titles held: Director of Legal Affairs and Intellectual Property (2016), Director of Legal (2017-2019))

- Sole attorney and head of the Legal Department since 2016
- Managed all legal affairs, outside counsel, and coordinated the legal elements of Biodesix's successful IPO in October of 2020 as well as 2 corporate acquisitions and 7 product launches including 4 COVID-19 diagnostic tests launched remotely during the pandemic
- Negotiate all third-party payer contracts with insurance and government payors
- Manage (including draft and negotiate) all business development contracts, technology transfer agreements, licenses and other IP granting agreements including clinical trial agreements.
- Manage all intellectual property strategy and holdings including the patent and trademark portfolios
 - Responsible for filing strategy, worldwide coverage strategy, management of outside counsel
- Oversee and direct development of legal policies and SOPs including compliance, HIPAA and privacy
- Manage all outside counsel matters including multiple litigations including a complex litigation settlement regarding theft of trade secrets under Defend Trade Secrets Act
- Support Managed Care, Finance, Med Affairs, HR, Marketing, Sales and Management Team on all legal needs, in particular branding, contract, litigation and risk management issues
- Oversee legal staff that handles confidentiality, consulting, and business associate agreements, HIPAA compliance, Stark and False Claims compliance, FCPA compliance, Anti-Kickback compliance
- Founding member of DEI Committee

Greenberg Traurig

I.P. Practice Group Attorney

Denver, CO

Dec 2014- May 2016

- Intellectual property licensing and procurement including patents and trademarks

- Patent protection/prosecution including patent applications, office actions, patent strategy
- Litigation support, FDA regulatory matters for devices and drugs and neutraceuticals, general corporate contracting, general litigation diligence

University of Colorado Denver Technology Transfer Office

Senior Licensing Manager

Aurora, CO

2006-2014

(Other titles held: Licensing Associate, 2006-2008. Licensing Manager, 2008)

- Identified and helped to develop commercially valuable intellectual property generated by CU researchers
- Managed over 600 cases in the fields of biotechnology, medical devices, pharmaceuticals + diagnostics, gene therapy, therapeutic and diagnostic antibodies, biomarkers
- Counseled startup companies formed on technologies licensed from the University on IP strategy, general regulatory and legal concerns, funding concerns and basic corporate strategy
- Engaged and managed external patent attorneys to protect intellectual property, helped to draft and review claims, recommended patent strategy, reviewed and recommend response strategy in office actions
- Identified and managed outreach to industry partners, drafted and negotiated collaboration agreements
- Drafting and negotiated term sheets and license/options agreements – negotiated over 100 deals.
- Reviewed clinical trial and sponsored research agreements to protect future IP assets, as well as confidentiality, consulting and material transfer agreements
- Drafted University template Tissue Transfer Agreement and helped formulate policy on transfer of human tissues/samples
- Managed summer law interns and trained new staff members
- Managed Proof of Concept Grant programs including the BDEG program co-administered with the State of Colorado Office of Economic Development
- Panelist/Speaker: Intellectual Property Institute, 2011; BioBootCamp (Holland and Hart), 2011; IP Law and Health Care (BIO convention, Chicago), 2010; Colorado Medical Device Symposium, 2009.

Myogen, Inc.

Patent Attorney; Corporate Attorney

Westminster, CO

2002-2006

- Drafted provisional applications, conversions, regular patent applications and amendments
- Responded to office actions and managed a portfolio of over 500 patents and applications
- Drafted and negotiated contracts, confidentiality agreements, material transfer agreements, consulting agreements, sponsored research agreements, master service agreements and licensing agreements
- Managed company’s relationship with university collaborators, collaborated with VP of Bus. Dev. on in and out-licensing opportunities
- Managed trademark and copyright prosecution. Active member of company’s branding team.

BOARDS, CONSULTING

Biodesix

Consultant on IP and contracting matters

Boulder, CO

March 2022-present

Big Brothers Big Sisters of Colorado

Board Member, Associate Board

Denver, CO

2019-present

- Primary responsibility is fundraising

Colorado Office of Economic Development

Advanced Industries Act Grant Reviewer

Colorado

2014-present

Colorado Biosciences Association

Consultant to DEI Blueprinting Committee

Denver, CO

2023

University of Colorado Innovations Office

Consultant on general strategy and business development matters

Aurora, CO

February 2022-July 2024

Colorado Bar Association – Intellectual Property Executive Committee
Vice President (previously Secretary)

Denver, CO
2020-2022

EDUCATION

University of Colorado School of Law (1999-2002)

- Juris Doctor, ranked 30/172, 3.393 GPA
- Law Review, 2000 - 2002
- Vice President: Intellectual Property Law Student Association

University of Colorado Health Sciences Center, Denver Microbiology Department, Ph.D. Program (1993-1999)

- Terminal Masters of Medical Science, 3.78 GPA
- Ph.D. candidate
- Field of research: HIV drug resistance

University of California Los Angeles, Microbiology and Immunology (1990-1993)

- Bachelor of Science, Microbiology - *Magna cum laude*, 3.66 GPA
- Phi Beta Kappa, Golden Key National Honors Society, Regent's Scholarship
- Dean's Honor List, 1991-1993

University of California San Diego, Microbiology (1988-1990)

- 3.78 GPA – Microbiology focus
- Dean's Honor List 1988-1990

PRACTICE ADMISSIONS:

- Patent Attorney #43,012 (1998)
- Colorado Attorney Reg. No. 34101 (2002)

PUBLICATIONS, PATENTS AND PRESENTATIONS

- Colorado Biosciences Association in partnership with Innosphere Ventures – September 2023 – Panelist on “Strategizing Clinical Excellence, a Workshop”
- AIPLA – Institute of Corporate Partnerships – Panelist on “Navigating Corporate Partnerships”
- Colorado Bar Association – January 2021, Panelist on “IP Issues in Corporate Transactions, M&A, IPO.”
- Poticha & Duncan, “Intellectual Property—The Foundation of Innovation: A scientist's guide to intellectual property,” *J. Mass Spectrom.* 2019; 54:288-300. (<https://doi.org/10.1002/jms.4331>)
 - Most downloaded paper of 2019 for *J. Mass Spectrom*
- Denver Start-Up Week, September 2017, panelist “Attracting Investors Through Savvy Intellectual Property Management.”
- Denver Start-Up Week, August 2016, panelist “Ways to Manage IP Costs.”
- English E. and Poticha D., “Three Key Legal Mistakes Startup Companies Make,” *Denver Law Weekly*, August 17, 2015.
- 2012 University of Nebraska 2nd Annual Entrepreneurship Conference – Panelist on “Technology Transfer and University Licensing”
- Ford et al., PCT Application PCT/US2010/043354 titled “miRNA Inhibition of Six-1 Expression.”
- 2010 BIO Conference – Presenter “Intellectual Property Protection and Biotechnology – How Changes in Health Care Law Impact Patent Strategy”
- 2010 BioBootCamp – Presenter “Patent Strategy for the Startup”
- 2009 Colorado Bioscience Association Medical Device Symposium – Panelist on “Medical Device Patenting and Commercialization”

- Duan C, Poticha D, et al, "Inhibition of Purified Recombinant Reverse Transcriptase from Wild Type and Zidovudine-Resistant Clinical Isolates of HIV Type 1 by Zidovudine-, Stavudine-, and Lamivudine-Triphosphate," J Infect Dis. 2001 Nov 5;184(10):1336-40.
- Kuritzkes DR, Shugarts D, Bakhtiari M, Poticha D, et al., "Emergence of dual resistance to zidovudine and lamivudine in HIV-1-infected patients treated with zidovudine plus lamivudine as initial therapy," J Acquir Immune Defic Syndr. 2000 Jan 1;23(1):26-34.
- Kuritzkes DR, Quinn JB, Benoit SL, Shugarts DL, Griffin A, Bakhtiari M, Poticha D, "Drug resistance and virologic response in NUCA 3001, a randomized trial of lamivudine (3TC) versus zidovudine (ZDV) versus ZDV plus 3TC in previously untreated patients," AIDS. 1996 Aug;10(9):975-81.



Michael Williams

Ebert Metropolitan Board Position

To: Kurt Schlegel, bnshibles@comcast.net

Yesterday at 8:30 PM



Hello Mr. Shines and Mr. Schlegel,

I hope this email finds you both well. I am writing to express my sincere interest in joining the board of directors for the Ebert Metropolitan District.

I have attached my letter of interest along with a comprehensive summary of my background and qualifications. My professional career spans over 20 years in local government administration, during which time I have gained extensive experience in budget management, infrastructure development, and community outreach. Additionally, I have served on various local boards and committees, honing my leadership skills and understanding of metropolitan district operations.

My passion for public service and commitment to improving our community aligns closely with the Ebert Metropolitan District's objectives. My expertise in public service has enabled me to contribute significantly to the district's efforts.

I am excited about the opportunity to bring my experience and enthusiasm to the board of directors.

I look forward to the possibility of discussing how I can contribute to the district's continued success. Please feel free to contact me if you require any additional information.

Kind Regards,

Dr. Mike Williams

Dr. Michael Jay Williams Jr.

4867 N. Dunkirk St., Denver, CO. 80249 - (303) 257-0188 - Michael.williams1086@gmail.com

September 24, 2024

Bruce N. Shibles
President & Co-Treasurer
Ebert Metropolitan District Board
2370 Antelope Ridge Trail,
Parker CO 80138-4235
bnshibles@comcast.net

Dear Honorable Members of the Ebert Metropolitan District Board,

I am writing to express my formal interest in the position of Board of Director for the Ebert Metropolitan District. As a property owner within the district and a registered voter in the State of Colorado, I believe my extensive background and qualifications make me an ideal candidate for this important role. I want to serve my community and support this board in any capacity needed.

With over 23 years of experience in fire service and my current position as an Assistant Fire Marshal, I deeply understand state and local regulations. My expertise spans fire prevention, plan review, construction inspections, and compliance with relevant codes and ordinances. These skills directly align with the responsibilities of serving on the Ebert Metropolitan District Board.

My academic credentials include: • Doctorate in Business Administration • master's degree in organizational leadership • Bachelor's degree in Fire Protection and Safety Engineering Technology.

Additionally, I have served three years on the Board of Directors for the Society of Fire Protection Engineers, honing my governance and leadership skills. Throughout my career, I have demonstrated strong abilities in:

- Financial acumen
- Effective communication
- Ethical leadership
- Diversity of perspective
- Critical thinking and problem-solving

These attributes, combined with my technical expertise in fire safety and district management, make me uniquely qualified to serve on the Ebert Metropolitan District Board. I am committed to bringing my skills and experience to bear in support of the district's mission and goals.

Thank you for considering my application. I look forward to the opportunity to discuss how I can contribute to the Ebert Metropolitan District Board.

Sincerely,

Dr. Michael Jay Williams Jr.

Dr. Michael Jay Williams Jr.

Ebert Metropolitan District Board

Phone Number 303- 257-0188

Email drwilliamsjr33@gmail.com

Address Denver, CO. 80249

Hardworking, highly motivated professional eager to lend combined knowledge and skills to enhance business performance. Operates well in individual and team capacities, leveraging seasoned work ethics to adapt to different processes and drive organizational objectives quickly. Resourceful and results-driven with a passion for growth and efficiency to meet organizational needs and increase service value.

SKILLS

- Leadership
- Teamwork and Conflict Management
- Organization
- Planning & Forecasting
- Interpersonal Skills
- Responsibility
- Effective Communication
- Critical Thinking and Problem-Solving
- Decision Making
- Mentorship

EXPERIENCE

Assistant Fire Marshal

South Metro Fire Rescue, Centennial, Colorado

Jul 2019 - Present

- Use logic, data, and metrics to inform and support staffing structures, strategic planning, and budget decisions.
- Establish and maintain relationships to support a healthy work culture.
- Provide leadership, train, and act in the capacity of an instructor to support organizational growth.
- Plan, direct, conduct, and manage processes, operational phases, and projects to ensure desired team and operational goals to improve systems.
- Assist with developing and implementing departmental goals, objectives, policies, and procedures for Code Compliance functions.
- Analyze data from various sources to identify potential hazards and develop risk mitigation strategies.
- Perform analysis and coordinate with stakeholders to facilitate collaboration to administer training and necessary equipment in alignment with budgetary constraints.
- Serve as a liaison with external stakeholders.
- Lead the quality assurance program process to ensure efficient and effective strategies are in place to meet customer service needs.
- Develop and implement fire safety programs to ensure compliance with applicable laws and regulations.
- Compile statistical information relating to causes of fires within the jurisdiction area.
- Coordinate activities between different organizations involved in implementing a comprehensive Fire Prevention Program.
- Facilitate meetings between local officials and community stakeholders regarding proposed changes to fire codes or regulations.
- Advise businesses on best practices for protecting their assets from potential damage due to fire or other disasters.
- Recommend equipment modifications and new equipment purchases to businesses.
- Participate in educational seminars related to current issues in Fire Prevention and Protection.

Section Supervisor

South Metro Fire Rescue, Centennial, Colorado

Jul 2015 - Dec 2019

- Supervised and completed inspections of existing facilities for Code Compliance.
- Developed a Fire Protection Code training program for Code Compliance inspectors.
- Collaborated with the IT department to implement an app to improve the efficiency of inspections.

Plans Examiner

Division of Fire Prevention and Control, Lakewood, Colorado

Jan 2010 - Jul 2015

- Analyze and interpret complex fire and life safety construction documents related to adopted fire code and NFPA standards, including, but not limited to, fire protection systems, hazardous materials, high-piled storage, etc.
- Review all plans and documents to ensure adequate fire apparatus access, water supplies, and the location of fire appliances relating to projects.
- Assist designers and contractors by providing information and interpretations of fire codes and regulations, recommend necessary changes to design documents as required to obtain compliance with applicable codes and regulations.
- Schedule, conduct and participate in meetings regarding codes and departmental interpretations.
- Provide quality customer service while functioning in a regulatory capacity.
- Maintain plan review data status on a computer and update status as necessary.
- Maintain plan review records and files.
- Responsible for preparing written correction letters and maintaining and updating records and database information.

Fire Prevention Officer

Cunningham Fire Protection District, Denver, Colorado

Jul 2006 - May 2010

- Prepared detailed reports on findings from investigations, inspections, tests, surveys, or studies related to fire prevention activities.

Inspector/ Plans Reviewer

City of Aurora, Aurora, Colorado

Oct 2004 - Feb 2006

- Examined records, reports, and other documents to establish facts and detected discrepancies.
- Inspected government-owned properties for compliance with applicable regulations.

Firefighter

Ripley, Ripley, Oklahoma

Nov 2001 - Mar 2004

- Conducted fire suppression operations.

EDUCATION**New Executive Chief Officer (NECO) Course R0763 (accepted to attend)**

National Fire Academy, Emmitsburg, MD

December 2024

Doctor of Business Administration

Columbia Southern University

July 2024

Master of Science in Organizational Leadership, Specialization in Human Resource Management

Colorado State University

May 2019

Bachelor of Science in Fire Protection and Safety Engineering

Oklahoma State University, Stillwater, OK

May 2004

Fire/ Arson Origin Cause Investigations

National Fire Academy, Emmitsburg, MD

Apr 2010

REFERENCES

Bob Baker

Fire Chief, South Metro Fire Rescue - Professional

Phone Number (720) 989-2000

Email bob.baker@southmetro.org

Scott Richardson

Division Chief, South Metro Fire Rescue - Professional

Phone Number (720) 672-1659

Email Scott.richardson@southmetro.org

Jeff Tasker

Operational Chief, South Metro Fire Rescue - Professional

Phone Number (303) 324-7719

Email jeff.tasker@southmetro.org

Michael Stanley

Fire Chief, Wisconsin Fire Chief - Professional

Phone Number (720) 987-4743

Email mstanley@ci.oshkosh.wi.us

CERTIFICATIONS

- Fire Marshal Designation
- Certified Fire Protection Specialist
- Hazardous Material Operator
- NFPA Fire Inspector I & II
- Fire Inspector I & II (ICC)
- Best Practices in Planning DE&I Interventions
- Framework for Data Collection and Analysis
- Responsible Conduct of Research
- Commercial Building Inspector
- NFPA Fire Plans Examiner

VOLUNTEER EXPERIENCE**School Accountability Committee (SAC) Member**

May 2019 - Nov 2024

Chairman of the Board-SMFR-DEI Committee

South Metro Fire Rescue, Centennial, Colorado

May 2021 - Present

- Assessed financial performance metrics to identify potential risks or areas of growth potential.
- Liaison between SMFR and third-party to set and obtain metrics to access organizational standings related to DEI efforts.

Test Proctor-Certified Fire Protection Specialist

National Fire Protection Association, Denver, Colorado

Mar 2013 - Jun 2017

- Proctored exams, handled sensitive documents, and ensured the highest ethical standards with National Fire Protection Association testing materials.

Board of Directors-Society of Fire Protection Engineers

Society of Fire Protection Engineers, Denver, Colorado

Feb 2014 - Mar 2017

- Participated in board meetings to discuss company policies and issues, performance reports, and future endeavors.

MEMBERSHIPS

- National Fire Protection Association (NFPA)
- The Institution of Fire Engineer (MIFE)
- The International Association of Fire Chiefs (IAFC)
- Society of Fire Protection Engineers (SFPE)
- Omega Nu Lambda National Honor Society

- National Fire Sprinkler Association (NFSA)
- International Code Council (ICC)
- Center for Public Safety Excellence (CPSE)
- Fire Marshals Association of Colorado (FMAC)

AWARDS

- Unit Citation 2016 & 2024
- Division of Fire Prevention & Control Employee of the Year 2014

PRECONSOLIDATION AGREEMENT

This PRECONSOLIDATION AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2024 between the EBERT METROPOLITAN DISTRICT (“**Ebert**”) a special district, quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver, organized pursuant to the provisions of Article 1 of Title 32, C.R.S. (the “**Act**”) and the CLAYTON PROPERTIES GROUP, INC. (“**Clayton**”, and together with Ebert, the “**Parties**” each individually a “**Party**”).

RECITALS

WHEREAS, Ebert is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**Ebert Service Plan**”)¹, as a financing district for the purpose of financing the construction, operation, and maintenance of public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado (“**Denver**”); and

WHEREAS, Clayton is the developer of Ebert and the Town Center Metropolitan District (“**TCMD**”), the latter being the control district established for construction, operation, and maintenance of facilities within both Districts until the transition to resident control when residences and commercial properties are substantially completed; and

WHEREAS, TCMD was organized by Clayton as a control district pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**TCMD Service Plan**”)², for the purpose of constructing, operating, and maintaining certain public facilities and improvements with tax revenues and bond financing raised from properties in Ebert; and

WHEREAS, Ebert and TCMD (together the “**Districts**”) have collaborated to propose a consolidation of the two districts to effect the merging of assets and services for effective and economical operation as one district (the “**Consolidated District**”); and

WHEREAS, Ebert and TCMD (the “**Districts**”) will enter into that certain Consolidation Agreement concurrently with execution of this Agreement, which sets forth the timeline and responsibilities of the Districts to achieve consolidation in 2025; and

WHEREAS, pursuant to the Consolidation Agreement, the Districts will take all actions necessary to obtain a consolidation order of the Denver County District Court to be issued in accordance with Section 32-1-603(4), C.R.S., (the “**Court Order**”); and

¹ Ebert’s Service Plan was approved in May 1983, as the Service Plan for First Creek Metropolitan District. This Service Plan was amended in a nonmaterial manner on August 6, 2024, giving Ebert the authority to provide covenant control and design review services within its boundaries.

² TCMD’s Service Plan was approved in May 1983, as the Service Plan for Town Center Metropolitan District. This Service Plan was amended in a nonmaterial manner on October 9, 2002, giving TCMD the authority to provide covenant control and design review services.

WHEREAS, to ensure all terms of the Consolidation Agreement are fulfilled, Ebert desires to enter into this Preconsolidation Agreement, under which Clayton agrees to fulfill all of TCMD's obligation under the Consolidation Agreement if TCMD fails to fulfill said obligations.

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. Memorandum of Understanding between the Districts. The Districts have agreed upon a Memorandum of Understanding (the "MOU") attached hereto as **Exhibit A**, and incorporated herein by this reference to stay litigation involving the state of landscaping and structures on the common property within the Districts' boundaries (the "**Common Property**"). If TCMD fails to complete all its obligations under the MOU to Ebert's reasonable satisfaction, Clayton shall undertake all TCMD's obligations under the MOU until completed to Ebert's reasonable satisfaction.

2. Consolidation Agreement. The Districts entered into the Consolidation Agreement attached hereto as **Exhibit B**, and incorporated herein by this reference which sets forth the timeline and responsibilities of the Districts with regard to consolidation. If TCMD fails to complete any of its obligations under the Consolidation Agreement to Ebert's reasonable satisfaction, Clayton shall undertake all TCMD's obligations under the Consolidation Agreement until completed to Ebert or the Consolidated District's reasonable satisfaction.

(a) Liability for Assets. Under the Consolidation Agreement, the Consolidated District shall immediately assume ownership of, and be entitled to receive, hold, sue for, and collect all funds, taxes, levies, assessments, fees, charges, and any property or assets, including but not limited to operational reserves, cash assets, capital reserves, real property, water rights, personal property, and appurtenances of any kind owned, leased, claimed by, or due to TCMD (the "**TCMD Assets**") and Ebert (the "**Ebert Assets**"). While the Consolidated District will own, operate, and maintain all Assets, Clayton shall assume full responsibility and liability for any and all claims, warranties, and liabilities related to the TCMD Assets that arise for a period of two years following the Court Order.

(b) Liability for Contracts. Under the Consolidation Agreement, the Consolidated District shall, by operation of law, be the successor and assignee of all interests, rights, and obligations in, to, and under all TCMD agreements (the "**TCMD Agreements**") and Ebert agreements (the "**Ebert Agreements**"), including but not limited to all intergovernmental service agreements; construction, purchase, service, and operational contracts; cost recovery and tap fee agreements; property, banking, and investment agreements; and all other contracts and agreements of every kind and nature. Clayton shall assume full liability for any and all claims related to the TCMD Agreements for a period of two years following the Court Order.

3. Clayton Advances. Clayton relinquishes the right to any and all reimbursements under the Second Amended and Restated District Facilities Construction, Funding, and Service

Agreement or other agreement that obligates TCMD to reimburse Clayton for any Clayton advances.

4. Waiver and Release. Ebert and the Consolidated District are hereby fully released from any obligations to Clayton under any agreement by which TCMD was obligated prior to the consolidation, including the obligation to reimburse funds advanced by the Clayton under the Second Amended and Restated District Facilities Construction, Funding, and Service Agreement. Clayton hereby waives the right to recover from and generally, unconditionally, irrevocably releases, waives, acquits, and forever discharges Ebert and the Consolidated District, its officers and directors (collectively, the “**Consolidated District Released Parties**”), from and against any and all costs, losses, claims liabilities, damages, expenses, demands, debts, controversies, actions, or causes of action, agreements, and promises, including reasonable attorneys’ fees (collectively, “**Claims**”), whether arising under state, federal or local law, common law, contract, tort, or equity, accrued, contingent, inchoate, raised affirmatively or by way of offset, known and unknown, which were, could have been, or can be asserted, whether arising before, on or after the date hereof, occurring, arising from or related to TCMD Agreements. To the extent permitted by law, the Parties agree not to make any Claims against the Consolidated District Released Parties with respect to the TCMD Agreements or the performance or non-performance of any covenant or condition contained within or contemplated by the TCMD Agreements.

5. Transfer Fees. All transfer fees described in the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North that are collectable by TCMD shall be collectable by the Consolidated District after consolidation, effective immediately following the entry of the Court Order. Clayton hereby releases any claims to transfer fees, or any portion thereof, collected by the Consolidated District after the entry of the Consolidation Order.

6. Conditions Precedent to the Consolidation. If not completed by TCMD prior to the Court Order, the following tasks shall be completed by Clayton:

(a) Completion of Unfinished Improvement Projects.

(i) Work required by Denver Department of Transportation in TCSD4. This work must be completed to Ebert and Denver’s reasonable satisfaction.

(ii) Remedy of the flooding problem in Filing 45 that requires drainage control earthwork or structures to be compliant with the Development Agreement Green Valley Ranch recorded February 28, 2003, at Reception No. 2003032407, as amended (the “**Development Agreement**”) (south side of 12th hole and south side of 13th hole). This work must be completed to Ebert and Denver’s satisfaction.

(iii) The landscape project at Telluride & 45th Ave.

(iv) The monument and landscape project at the corner of Piccadilly & 56th Ave.

(v) Transfer to TCMD or Ebert of any real estate or personal property related to ownership or operation of the golf course, common areas within Ebert, common areas

within Fairway Villas, or common areas within the Enclaves that are currently held by Clayton or its affiliates.

(vi) Transfer of Clayton's Director parcel located within Ebert boundaries.

7. Effective Date. This Agreement shall be in full force and effect and be legally binding upon each Party upon the date set forth above.

8. Default. In the event any Party, at any time during the term of this Agreement, fails to perform or comply with any provision of this Agreement, the other Party shall provide written notice specifying the particular default and a reasonable time period for rectifying such default, and the responsible District shall correct such default within such time period. If the responsible Party fails to correct such default within such time period, the other Party may take such reasonable action as it deems proper or necessary to correct such default, or it may terminate this Agreement. The responsible Party shall reimburse the other Party for any expense incurred in correcting or enforcing such default, including attorneys' fees. Waiver or failure to give notice of a particular default hereunder shall not be construed as a waiver of any continuing or subsequent default.

9. Termination. This Agreement may only be terminated by mutual written agreement of all Parties provided, however, the Parties hereby agree that this Agreement shall automatically terminate in the event consolidation does not occur for any reason.

10. Assignment. This Agreement shall not be assigned in whole or in part.

11. Amendment. This Agreement may be amended, from time to time, by written agreement between the Parties.

12. Waiver. No waiver by any Party of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

13. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as any Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

Ebert: Ebert Metropolitan District
2370 Antelope Ridge Trail
Parker, Colorado 80138
Attn: Kurt Schlegel

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado, 80206
Attn: Evan Ela

Clayton:

with a copy to:

14. Controlling Law and Venue. It is expressly understood and agreed by and between the Parties hereto that this Agreement shall be governed by and construed under the laws of the State of Colorado without regard to choice of law analysis. The exclusive venue for any proceedings had hereon shall be in the Denver District Court, Colorado.

15. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

16. Entirety. This Agreement constitutes the entire agreement between the Parties concerning the subject matter herein, and all prior negotiations, representations, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement. No representation, warranty or certification, express or implied, shall exist between the Parties, except as expressly set forth herein.

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EXECUTED as of the date first written above.

EBERT METROPOLITAN DISTRICT

By _____
Bruce N. Shibles, President

Address: _____

Attest:

Cynthia Barclae, Secretary

CLAYTON PROPERTIES GROUP, INC.

By _____

Address: _____

CONSOLIDATION AGREEMENT

This CONSOLIDATION AGREEMENT (this “**Agreement**”) is made and entered into as of the ____ day of _____ 2024 between the EBERT METROPOLITAN DISTRICT (“**Ebert**”) and the TOWN CENTER METROPOLITAN DISTRICT (“**TCMD**,” and together with Ebert, the “**Districts**”), each being a special district, quasi-municipal corporation and political subdivision of the State of Colorado located in the City and County of Denver, organized pursuant to the provisions of the Special District Act, Article 1 of Title 32, C.R.S. (the “**Act**”).

RECITALS

WHEREAS, Ebert is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**Ebert Service Plan**”)¹, for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, TCMD is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**TCMD Service Plan**”)², for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, Town Center Metropolitan Subdistrict No. 1 (“**TCSD1**”), Town Center Metropolitan Subdistrict No. 2 (“**TCSD2**”), Town Center Metropolitan Subdistrict No. 3 (“**TCSD3**”), Town Center Metropolitan Subdistrict No. 4 (“**TCSD4**”), and Town Center Metropolitan Subdistrict No. 5 (“**TCSD5**”, and together with TCSD1, TCSD2, TCSD3, and TCSD4, the “**Subdistricts**,” or individually, a “**Subdistrict**”) were organized by TCMD and operate pursuant to Section 32-1-1101(1)(f) to fix different rates of levy for property tax purposes against all the taxable property within such Subdistricts according to the services, programs, and facilities furnished or to be furnished within each Subdistrict; and

WHEREAS, the Districts furnish and are authorized to furnish the same services; and

WHEREAS, the Districts believe they are so situated that they may be operated more effectively and economically as one consolidated district (the “**Consolidated District**”); and

WHEREAS, the Districts believe that the public health, safety, prosperity, and general welfare of their inhabitants will be better served by consolidation into the Consolidated District; and

¹ Ebert’s Service Plan was approved in May 1983, as the Service Plan for First Creek Metropolitan District. This Service Plan was amended in a nonmaterial manner on August 6, 2024, giving Ebert the authority to provide covenant control and design review services within its boundaries.

² TCMD’s Service Plan was approved in May 1983, as the Service Plan for Town Center Metropolitan District. This Service Plan was amended in a nonmaterial manner on October 9, 2002, giving TCMD the authority to provide covenant control and design review services.

WHEREAS, the Districts desire to create a plan for consolidation, which shall include provisions regarding: (a) the approval of any financial obligations; (b) the application of differential mill levies within the Subdistricts; (c) the areas included within the Consolidated District; and (d) the continuation of services, and the funding thereof throughout the Districts and Subdistricts; and

WHEREAS, the Districts desire to work cooperatively to take all actions necessary to cause a consolidation order of the court to be issued in accordance with Section 32-1-603(4), C.R.S., (the “**Court Order**”).

NOW THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Districts agree as follows:

AGREEMENT

1. Purpose of Consolidation Agreement. The terms and conditions set forth in this Agreement are integral and necessary elements of the mutual agreement to consolidate the Districts and shall become part of and be incorporated into the Court Order. The approval and execution of this Agreement by each District are prerequisite conditions of proceeding with the consolidation of the Districts. If this Agreement is not approved and executed by both Districts, the consolidation proceedings shall be terminated immediately.

2. Purpose of Consolidation. The purpose of this consolidation is to incorporate all of the services furnished by each District, including the Subdistricts thereof, into a Consolidated District in accordance with the provisions of the Act. It is the intent of the Board of Directors of each District that (i) all operations, facilities, assets and liabilities (except as otherwise provided herein) of each District, including its Subdistricts, become the property of, and be operated and managed by and incorporated into the on-going operations, facilities, assets and liabilities of the Consolidated District and (ii) the combined operations, facilities, assets and liabilities of the Districts be operated and managed by the Consolidated District as a single integrated system with a common service area without differentiating between the former service boundary areas of the Districts, except as otherwise specified herein.

3. Timing of Consolidation. The Districts shall collaborate effectively and diligently to ensure the consolidation is finalized by the end of 2025. An election on the consolidation question will be scheduled for February or March 2025, and all necessary preparations for the election will be performed concurrently with the requirements outlined in this Agreement, the Memorandum of Understanding (specified in Section 19), and the Preconsolidation Agreement (detailed in Section 20). A majority affirmative vote will prompt the Districts to secure a Court Order from the district court shortly thereafter, but such draft order submitted by the Districts will specify satisfaction of contingent events before the Court Order can effect completion of the Consolidation. The Districts are committed to completing all necessary contingencies to ensure that the Consolidation is fully realized and effective on or before December 10, 2025.

4. Name of Consolidated District. The name of the Consolidated District shall be Ebert Metropolitan District. After consolidation and a resolution by the Consolidated District,

the Subdistricts shall be known as Ebert Subdistrict No. 1, Ebert Subdistrict No. 2, Ebert Subdistrict No. 3, Ebert Subdistrict No. 4, and Ebert Subdistrict No. 5.

5. Services of Consolidated District. The Consolidated District shall inherit all rights, powers, and authorities granted by statute and service plans applicable to each of the individual Districts and Subdistricts, including any modifications to such service plans that have occurred since the original organization proceedings. The Consolidated District shall have the authority to continue providing all services previously offered by the individual Districts and Subdistricts within the territory of the Ebert Metropolitan District without significant change.

6. Coordinated Management during Fiscal Year 2025. At their respective July Board meetings, each District approved a Request for Proposal to select a District Manager who will serve both Districts until the consolidation is finalized by the Court Order. Upon the Court Order and finalization of the consolidation as anticipated by this Agreement, this District Manager will continue in a similar role for the Consolidated District. During 2025, various management functions might be performed by existing managers for the two Districts, with consolidation of all functions under one district manager to fully occur in 2026. The Districts agree to collaborate and take all necessary steps to ensure a seamless transition of management to the Consolidated District.

7. Unified Budgeting for Fiscal Year 2025. The Districts agree that funding for fiscal year 2025 will come from all tax revenues received by Ebert in 2025 plus tax revenues received by TCMD in 2025. The District Boards will coordinate on the preparation and approval of 2025 budgets for each District, including Subdistricts, with the Ebert Board controlling expenditures through any and all budgets through the district manager(s) employed during 2025.

8. Conditions Precedent to the Consolidation. The following tasks shall be completed prior to the effective date of the Consolidation as directed in the Court Order. If not completed by the time of the Districts' request for the Court Order, any unfinished tasks will be included as necessary conditions before the Court Order is effective.

(a) Exclusion of TCMD Subdistrict Territories. Prior to the Consolidation Election, TCMD shall use its best efforts to exclude all portions of TCSD2 and TCSD5 lying outside Ebert District boundaries from TCMD. These territories might become subdistricts of the First Creek Village Metropolitan District or remain as independent districts. Residents and electors of these territories will not vote in the Consolidation Election. If exclusion of these territories is not accomplished prior to date that the Consolidation Election ballot is certified, Ebert may terminate this Agreement in its sole, reasonable discretion.

(b) Substantial Completion of Litigated Landscape Matters. The Districts have agreed in the MOU, as set forth herein, to stay litigation involving Ebert and/or TCMD owned and/or operated landscaping and structures (“**Common Property**”). The MOU requires certain levels of remedial work to cure the issues underlying the litigation. The remedial work must be substantially completed to Ebert's reasonable satisfaction prior to transfer of properties and responsibilities and prior to the completion of the consolidation process.

(c) Removal of Developer Advance Line Items in TCMD 2025 Budget. The Developer Advance line items in TCMD's 2025 budget will be removed upon the Developer's consent. If the Developer does not consent to the removal of the Developer Advance line items from TCMD's 2025 budget, Ebert may terminate this Agreement in its sole, reasonable discretion.

(d) Termination of Services Agreement. The Districts agree that the Second Amended and Restated District Facilities Construction, Funding, and Service Agreement, executed on November 1, 2018, will be terminated effective December 31, 2024, regardless of the outcome of the consolidation election or termination of this Agreement if such termination occurs after December 31, 2024.

(i) TCMD hereby relinquishes any entitlement to Developer Advances under the Second Amended and Restated District Facilities Construction, Funding, and Service Agreement in 2025 or thereafter. Such advances have been identified as line items in TCMD budget documents prior to 2025, and no such line item will be included in TCMD's 2025 budget.

(e) Completion of Unfinished Improvement Projects. TCMD shall complete work listed below as determined by Ebert in Ebert's sole, reasonable discretion or make other provisions for completion of the projects acceptable to Ebert:

(i) Work required by Denver Department of Transportation in TCSD4. This work must be completed to Ebert and Denver's reasonable satisfaction.

(ii) Remedy of the flooding problem in Filing 45 that requires drainage control earthwork to be compliant with Development Agreement (south side of 12th hole and south side of 13th hole). This earthwork must be completed to Ebert's and Denver's reasonable satisfaction.

(iii) The landscape project at Telluride & 45th Ave.

(iv) The monument and landscape project at the corner of Piccadilly & 56th Ave.

(f) Transfer of Assets. Real estate interests, water, and mineral rights shall be conveyed by special warranty deed to Ebert. TCMD shall provide title commitments for such real properties and associated title insurance. Personal property assets such as wells, pumps, piping, and similar items of personal property shall be conveyed by bill(s) of sale. The Court Order submitted to the district court post-election will make completion of the Consolidation contingent upon successful completion of all transfers prior to the dissolution of TCMD.

(i) Transfer of real property in Fairway Villas—the Lodge, the Clubhouse, pickleball courts, bocce ball courts, community gardens, and parking lots.

(ii) Transfer of Common Properties within Ebert boundaries.

(iii) Transfer of any and all developer Director parcel(s) located within Ebert boundaries.

(iv) Transfer of rights of way and easements associated with the Enclaves/TCSD3.

(v) Transfer of golf course and related properties.

(g) Assignment of Transfer Fees. All transfer fees described in the Master Declaration of Covenants, Conditions, and Restrictions for Green Valley Ranch North and currently collected by TCMD shall continue to be collected by the Consolidated District after consolidation, effective immediately following the entry of the Court Order.

(h) Assignment of Contractual Commitments. TCMD is contractually liable to various entities and local governments for the provision of services and other matters. Each existing contract shall be reviewed and accepted by assignment only as deemed appropriate to Ebert in Ebert's sole discretion. It is anticipated that such contractual commitments shall be met for 2025 through TCMD's 2025 budget, but may be honored by Ebert in 2026 and thereafter only to the extent that such contractual commitments are accepted by Ebert and incorporated into its annual budgets.

(i) Ebert shall have no obligation for financial participation or completion of the extension of 38th Ave. to Piccadilly or points beyond. TCMD shall not participate in funding the extension of 38th Ave. to Piccadilly or points beyond in its 2025 budget or thereafter.

(i) Contractual Reimbursements. TCMD shall prepare a list of potential reimbursements from other entities for capital projects either completed or under construction, which may be assigned to Ebert (subject to negotiation before the transfer of other assets).

9. Boundaries of Consolidated District. The area to be included within the boundaries of the Consolidated District shall be the current territory of Ebert, including properties owned by TCMD. The Consolidated District will lie entirely within the boundaries of the City and County of Denver, Colorado. A map of the area included within the Consolidated District boundaries is attached hereto as **Exhibit A**, and incorporated herein by this reference.

10. Board of Consolidated District. The Board of Directors of the Consolidated District (the "**Consolidated Board**") shall have five (5) members. The first Consolidated Board shall be appointed by the organizational board of directors (the "**Organizational Board**") in accordance with the Act and shall be composed of the current members of the Ebert Board of Directors who serve as directors as of the date of the Court Order. The Organizational Board shall establish the terms of office for the members of the Consolidated Board in accordance with Section 32-1-603(2)(b), C.R.S. and terms of the Ebert Board in effect as of the date of the Court Order. If there is a vacancy for any reason among the directors designated herein for the Consolidated Board, the Organizational Board shall appoint any elector of the Consolidated District to fill such vacancy. Any Director of either District not designated herein for the Consolidated Board may, as of the Consolidation Date (as defined hereinafter), act as an advisory member of the Consolidated Board until such time as the term of office for which such

Director was elected has expired. Pursuant to Section 32-1-1101(1)(f)(III), C.R.S., the Board of the Consolidated District shall serve as the ex officio board of directors of each Subdistrict.

11. Consolidated District Service Plan. The Districts hereby recognize that the Consolidated District does not need separate approval of a service plan by the City and County of Denver in accordance with the provisions of Part 2, Article 1, Title 32. The Districts hereby agree that the Ebert Service Plan and TCMD Service Plan shall be read together to constitute the service plan of the Consolidated District. To the extent any discrepancies exist between the service plans, the service plan with the more enabling or permissive language shall govern.

12. Consolidation Election. The consolidation election shall be conducted in February or March of 2025 by a Designated Election Official of Ebert's choosing across all territories of the Consolidated District, unless otherwise ordered by the Denver District Court (the "**Court**"). If the consolidation is approved by the eligible electors of each District, the Organizational Board of the Consolidated District shall: (i) appoint the Consolidated Board in accordance with Section 10 of this Agreement; and (ii) request the Court to issue the Court Order in compliance with this Agreement and the Act. The consolidation will take effect on the date specified in the Court Order ("**Consolidation Date**"), unless otherwise determined by the Court. If the consolidation is not approved by the electors of each District, this Agreement and the consolidation proceedings will be terminated.

13. TCMD Subdistricts. TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 shall remain as subdistricts of the Consolidated District, each continuing to impose the mill levy each is authorized to impose as of the Consolidation Date, with the exception of any excluded property from TCSD2 and TCSD5, as outlined in Paragraph 8(a). It is the intent of the Districts that TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 will continue all services currently provided by each subdistrict to continue through 2025 without material change, and thereafter in the discretion of the Ebert Board.

14. Indebtedness. TCMD warrants that neither TCMD nor any of its Subdistricts have bonded indebtedness as of the date of this Agreement. TCMD warrants that neither TCMD nor any of the Subdistricts will incur any debt prior to consolidation. Ebert does have continuing bonded indebtedness that will be paid after the consolidation in accordance with the repayment schedule currently in force, or as an authorized refunding of such debt occurs. Voter approval of the consolidation shall constitute approval of the continued repayment of Ebert debt by the Consolidated District.

15. Mill Levies. TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 provide services to residents not generally received by all taxpayers and property owners within TCMD or Ebert. Accordingly, TCSD1, TCSD2, TCSD3, TCSD4, and TCSD5 each impose a mill levy for general operating expenses in addition to mill levies imposed by Ebert. For 2025, mill levies in each Subdistrict will be certified by TCMD and the Subdistricts and administered by Ebert so that each Subdistrict can continue providing the same level of services within their respective boundaries. Thereafter, the Consolidated Board acting as the ex officio board of each Subdistrict will be responsible for determining the mill levies to be imposed in each Subdistrict as part of the annual budgeting process.

16. Contracts of Consolidated District. Pursuant to Section 32-1-607, C.R.S., the Consolidated District shall, by operation of law, be the successor and assignee of all interests, rights and obligations in, to and under all contracts and agreements of each District, including but not limited to all intergovernmental service agreements; construction, purchase, service and operational contracts; cost recovery and tap fee agreements; property, banking and investment agreements; and all other contracts and agreements of every kind and nature (collectively, the “**Contracts**”). An inexhaustive list of the Contracts is attached hereto as **Exhibit B**, and incorporated herein by this reference.

17. Assets of the Districts. Pursuant to Section 32-1-607(2), C.R.S., the Consolidated District shall immediately assume ownership of, and be entitled to receive, hold, sue for, and collect all funds, taxes, levies, assessments, fees, charges, and any property or assets, including but not limited to operational reserves, cash assets, capital reserves, real property, water rights, personal property, and appurtenances of any kind owned, leased, claimed by, or due to each District (collectively, the “**Assets**”). An inexhaustive list of the Assets is attached hereto as **Exhibit C**, and incorporated herein by this reference. The Consolidated District shall properly document the change in ownership, contractual obligations referenced herein, and notify all relevant parties of its succession.

18. Continued Existence of the Districts. The Court Order shall expressly state that the Districts shall continue to exist as corporate entities for the purpose of carrying out such tasks and matters that are to occur pursuant to this Agreement, including the adoption of any budgets. Should any matters arise that require “winding up” actions or efforts on the part of any Districts or Subdistricts, the Consolidated District is hereby authorized and obligated to take such actions, make such efforts, and execute such documents as may be necessary and reasonable to accomplish the same.

19. Memorandum of Understanding between the Districts. The Districts have agreed upon a Memorandum of Understanding (the “**MOU**”) attached hereto as **Exhibit D**, and incorporated herein by this reference to stay litigation involving the state of landscaping and structures on the Common Property. The MOU requires certain levels of remedial work to cure the issues underlying the litigation. The remedial work must be completed prior to transfer of Contracts and Assets under this Agreement. The Court Order submitted to the district court post-election will make completion of the Consolidation contingent upon Ebert’s reasonable determination that TCMD has completed the remedial work as anticipated by the terms of the MOU. Upon completion of the MOU tasks to the reasonable satisfaction of the Ebert Board, Ebert will file an Unopposed Motion to Dismiss the pending action under Case No. 23CV32212.

20. Preconsolidation Agreement between Ebert and Clayton Properties Group. Ebert, and Clayton Properties Group, Inc. (the “**Parties**”) entered into a Preconsolidation Agreement on [insert date], under which the Clayton Properties Group agrees to perform certain actions prior to the Consolidation Date. The Court Order submitted to the District Court post-election will make completion of the Consolidation contingent upon Ebert’s reasonable determination that all terms of the Preconsolidation Agreement have been met.

21. 2025 Budget. As of the date of this Agreement the Ebert Board will have active involvement and approval authority of the TCMD 2025 budget, and Ebert will administer

expenditures from the TCMD budget in 2025. All Ebert tax revenues collected in 2025 shall be under the Ebert Board's control and subject to the terms of this Agreement.

22. Effective Date. This Agreement shall be in full force and effect and be legally binding upon each District at the time of adoption of the Consolidation and Concurring Resolutions from TCMD and each Subdistrict required by the Act and the execution of this Agreement by Ebert and TCMD. Each District agrees to execute, approve and adopt any and all agreements, instruments, documents, rules and resolutions necessary to give effect to the terms of this Agreement.

23. Default. In the event any District, at any time during the term of this Agreement, fails to perform or comply with any provision of this Agreement, the other District shall provide written notice specifying the particular default and a reasonable time period for rectifying such default, and the responsible District shall correct such default within such time period. If the responsible District fails to correct such default within such time period, the other District may take such reasonable action as it deems proper or necessary to correct such default, or it may terminate this Agreement. The responsible District shall reimburse the other District for any expense incurred in correcting or enforcing such default, including attorneys' fees. Waiver or failure to give notice of a particular default hereunder shall not be construed as a waiver of any continuing or subsequent default.

24. Termination. This Agreement may only be terminated by mutual written agreement of all Districts, provided, however, the Districts hereby agree that this Agreement shall automatically terminate in the event a majority of the electors voting in the Consolidation Election do not approve the consolidation ballot question.

25. Assignment. This Agreement shall not be assigned in whole or in part.

26. Amendment. This Agreement may be amended, from time to time, by agreement between the Districts. No amendment, modification or alteration of this Agreement shall be binding upon the Districts unless the same is in writing and approved by the Board of Directors of each District.

27. Waiver. No waiver by any District of any right, term or condition of this Agreement shall be deemed or construed as a waiver of any other right, term or condition, nor shall a waiver of any breach hereof be deemed to constitute a waiver of any subsequent breach, whether of the same or of a different provision of this Agreement.

28. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Districts at the addresses set forth below, or at such other address as any District may hereafter or from time to time designate by written notice to the other Districts given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the District to whom it is addressed on the third day after such notice is given.

Ebert: Ebert Metropolitan District
2370 Antelope Ridge Trail

Parker, Colorado 80138
Attn: Kurt Schlegel

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado, 80206
Attn: Evan Ela

TCMD: Town Center Metropolitan District
4908 Tower Road
Denver, Colorado 80249
Attn: Brandon Wyszynski

with a copy to: Spencer Fane, LLP
1700 N Lincoln Street, Suite 2000
Denver, Colorado 80203
Attn: Lisa Mayers

29. Controlling Law and Venue. It is expressly understood and agreed by and between the Districts hereto that this Agreement shall be governed by and construed under the laws of the State of Colorado without regard to choice of law analysis. The exclusive venue for any proceedings had hereon shall be in the District Court of the City and County of Denver, Colorado.

30. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one and the same document.

31. Entirety. This Agreement constitutes the entire agreement between the Districts concerning the subject matter herein, and all prior negotiations, representations, understandings or agreements pertaining to such matters are merged into and superseded by this Agreement. No representation, warranty or certification, express or implied, shall exist between the Districts, except as expressly set forth herein.

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EXECUTED as of the date first written above.

EBERT METROPOLITAN DISTRICT

By _____
Bruce N. Shibles, President

Address: 20342 E. 52nd Avenue
Denver, CO 80249

Attest:

Cynthia Barclae, Secretary

TOWN CENTER METROPOLITAN DISTRICT

By _____
Brandon Wyszynski, Chairman

Address: _____

Attest:

, Secretary

EBERT METROPOLITAN DISTRICT

A RESOLUTION AUTHORIZING EXECUTION OF THE CONSOLIDATION AGREEMENT REGARDING CONSOLIDATION OF EBERT METROPOLITAN DISTRICT AND TOWN CENTER METROPOLITAN DISTRICT

WHEREAS, Ebert Metropolitan District (“**Ebert**”) is organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**Ebert Service Plan**”)¹, for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, Town Center Metropolitan District (“**TCMD**,” together with Ebert, the “**Districts**”) is similarly organized and operated pursuant to the provisions of Article 1, Title 32, C.R.S. and its service plan (the “**TCMD Service Plan**”)², for the purpose of constructing, operating, and maintaining certain public facilities and improvements within its jurisdictional boundaries, which boundaries are located within the City and County of Denver, Colorado; and

WHEREAS, Clayton Properties Group, Inc. (“**Clayton**”) is the developer of both Ebert and TCMD, with TCMD serving as the control district responsible for the construction, operation, and maintenance of facilities for both Districts until the transition to resident control, which will occur when substantial completion of residential and commercial properties is achieved; and

WHEREAS, the Districts furnish and are authorized to furnish the same services; and

WHEREAS, the Districts believe they are so situated that they may be operated more effectively and economically as one consolidated district (the “**Consolidated District**”); and

WHEREAS, the Districts believe that the public health, safety, prosperity, and general welfare of their inhabitants will be better served by consolidation into the Consolidated District; and

WHEREAS, the Districts desire to create a comprehensive plan for consolidation, which shall include provisions regarding: (a) completion of any financial obligations of the Districts; (b) preservation of established differential mill levies throughout the Consolidated District; (c) territorial boundaries of the Consolidated District; and (d) continuation of services and the funding thereof throughout the Consolidated District; and

WHEREAS, the Districts desire to work cooperatively to take all actions necessary to cause a consolidation order of the court to be issued in accordance with Section 32-1-603(4), C.R.S., (the “**Court Order**”); and

¹ Ebert’s Service Plan was approved in May 1983, as the Service Plan for First Creek Metropolitan District. This Service Plan was amended in a nonmaterial manner on August 6, 2024, giving Ebert the authority to provide covenant control and design review services within its boundaries.

² TCMD’s Service Plan was approved in May 1983, as the Service Plan for Town Center Metropolitan District. This Service Plan was amended in a nonmaterial manner on October 9, 2002, giving TCMD the authority to provide covenant control and design review services.

WHEREAS, the Districts desire to enter into that certain Consolidation Agreement, which sets forth the timeline and responsibilities of the Districts to achieve consolidation in 2025; and

WHEREAS, the Board hereby finds and determines that the approval of the Consolidation Agreement is not only appropriate but necessary for the function and operation of the District, as it will provide the legal and operational framework required to effectuate the consolidation, ensuring the smooth continuation of services, financial obligations, and other essential aspects of district management; and

WHEREAS, to ensure all terms of the Consolidation Agreement are fulfilled as a result of the consolidation, Ebert also desires to enter into that certain Preconsolidation Agreement, under which Clayton agrees to fulfill any of TCMD's obligations that remain unfulfilled as of the date of consolidation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Ebert Metropolitan District as follows:

1. Approval of Preconsolidation Agreement. The Board hereby approves the Preconsolidation Agreement, subject to non-substantive necessary legal revisions, in the form attached hereto as **Exhibit A**.
2. Approval of Consolidation Agreement. The Board hereby approves the Consolidation Agreement, subject to non-substantive necessary legal revisions, in the form attached hereto as **Exhibit B**, and also subject to the condition that the Preconsolidation Agreement is duly executed by the parties thereto.
3. Effective Date. This Resolution shall take effect immediately upon its approval by the District Board.

ADOPTED this 15th day of October, 2024 by a vote of ___ in favor and ___ opposed.

EBERT METROPOLITAN DISTRICT

By _____
Bruce N. Shibles, President

Attest:

Cynthia Barclae, Secretary

EXHIBIT A
(Preconsolidation Agreement)

EXHIBIT B
(Consolidation Agreement)

CONSOLIDATION RESOLUTION

WHEREAS, the Ebert Metropolitan District (“**Ebert**”) and the Town Center Metropolitan District (“**Town Center**”) and together with Ebert, the “**Districts**” each individually, a “**District**”) are Colorado special districts organized and operating pursuant to Article 1 of Title 32, C.R.S (the “**Act**”) and located in the City and County of Denver; are contiguous; operate and maintain certain public facilities and improvements within the Districts; and have discussed consolidating all administrative, operational and management functions of the Districts into a single consolidated district (the “**Consolidated District**”), which will thereafter operate and maintain certain public facilities and improvements to all users in the Districts pursuant to the terms of a consolidation agreement as described below; and

WHEREAS, in accordance with Part 6 of Article 1, Title 32, C.R.S (“**Part 6**”), the Districts may consolidate into a single consolidated district, which thereafter may exercise all of the rights, powers and authorities granted to metropolitan districts pursuant to the Act, except for fire services, and own, operate, maintain and manage the property, facilities, assets and liabilities of the consolidated district; and

WHEREAS, in accordance with Part 6, a consolidated district may be bound by a consolidation agreement entered into between the consolidating districts that establishes specific terms and conditions of consolidation; and

WHEREAS, the consolidation of the Districts into a single consolidated district, subject to the terms and conditions of the Consolidation Agreement in the form attached hereto as **Exhibit A** and incorporated herein by reference (the “**Consolidation Agreement**”), will result in more efficient and economic operations and furnish the same services to users within the Districts, will serve a beneficial public purpose, and will be in the best interests of the inhabitants of each District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Ebert Metropolitan District that:

1. The Districts are so situated that the Districts can be managed and operated efficiently and economically as the Consolidated District, and the public health, safety, prosperity and general welfare of the inhabitants of each District will be better served by the consolidation of the Districts.
2. The name of the Consolidated District shall be Ebert Metropolitan District.
3. The boundaries of the Consolidated District shall include all areas included within the jurisdictional boundaries of each District as of the date of the court order consolidating the Districts, and the Consolidated District shall provide all services and facilities and have all powers and authorities of or exercisable by the Districts, except as otherwise set forth in the Consolidation Agreement.
4. The Board of Directors of the Consolidated District (the “**Consolidated Board**”) shall have five (5) directors and be established and appointed in accordance with the terms and conditions set forth in the Consolidation Agreement.

5. The consolidation of the Districts shall be governed, and the Consolidated District shall be bound, by the terms and conditions set forth in the Consolidation Agreement and as further required by the Consolidation Order ultimately issued by the Denver District Court.

6. As a prerequisite condition to the filing of this Consolidation Resolution with the Denver District Court and the continuation of these consolidation proceedings pursuant to Part 6, Town Center shall (i) approve and execute the Consolidation Agreement in substantially the form attached hereto, and (ii) approve and execute a Concurring Resolution. If Town Center does not approve the Consolidation Agreement nor enact a Concurring Resolution on or before **October 31, 2024**, this consolidation proceeding shall terminate unless Town Center and Ebert agree on a later date for completion of the above steps.

7. Upon Town Center's submittal to Ebert of a duly executed Consolidation Agreement with all precedent conditions met and a duly executed Concurring Resolution, the officers of Ebert and its attorney are hereby authorized to submit this Consolidation Resolution and the Town Center Concurring Resolution to the Denver District Court and proceed with the consolidation of the Districts in accordance with the provisions of Part 6 and the terms of the Consolidation Agreement, and to take such other actions and to do all things necessary to complete the consolidation proceedings, including conducting an election as required by the Act.

ADOPTED this 15th day of October, 2024 by a vote of ___ in favor and ___ opposed.

EBERT METROPOLITAN DISTRICT

By _____
Bruce N. Shibles, President

Attest:

Cynthia Barclae, Secretary

EXHIBIT A TO CONSOLIDATION RESOLUTION

Consolidation Agreement between Ebert Metropolitan District
and Town Center Metropolitan District