

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
8390 E. CRESCENT PKWY., STE. 300
GREENWOOD VILLAGE, CO 80111
Phone: 303-779-5710 Fax: 303-779-0348
www.cpvmd.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, February 6, 2023
TIME: 9:00 a.m.
LOCATION: Davita
 2000 16th Street
 Denver, CO 80202

You can also attend the meeting any of the following ways:

- ACCESS:**
1. To attend via WebEx videoconference, use the link below:
<https://village.webex.com/join/michael.geiger>
 2. To attend via telephone, dial: 1-720-547-5281
 Conference ID: 540 761 367#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Jason Dorfman	President	May 2027
Michael Geiger	Secretary	May 2025
Derrick Walker	Treasurer	May 2025
Amy Cara	Assistant Secretary	May 2025
Jordan Kind	Assistant Secretary	May 2025

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.
- D. Public comment.

Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

II. CONSENT AGENDA

- A. Review and consider approval of the Minutes of the January 2, 2023 Regular Meeting (enclosure).
- B. Review and consider acceptance of December 31, 2023 Unaudited Financial Statements and Cash Position Report (enclosure).
- C. Ratify January 2024 Interim Checks Totaling \$50,965.90 (enclosure).

III. PROJECT UPDATES

- A. WSP updates.
 - 1. Millenium Bridge Recoating (\$695,760) & Union Gateway Bridge Updates (enclosure).
 - 2. Consider Approval of Asset Management Plan in the amount of \$114,840.90 (enclosure).
- B. Review and consider approval TKE proposal for Union Gateway West Water Intrusion Repair \$36,869.07 (enclosure) and discuss potential modernization.
- C. Review and consider approval of DCPS landscape maintenance proposal - \$3,220.95 per month: April – November 2024 (enclosure).
- D. Review and consider approval of DCPS June – October flower proposal - \$42,550 (enclosure).

IV. MANAGER ITEMS

- A. Update of 2024 insurance renewal (enclosure).

V. FINANCIAL ITEMS

- A. Review and consider approval of Simmons & Wheeler PC 2023 Audit Engagement Letter NTE \$7,500 (enclosure).
- B. Discuss renewal of CD Maturity on March 9th.

VI. DIRECTOR ITEMS

VII. ATTORNEY ITEMS

IX. OTHER BUSINESS

- A. Discuss alternate time for March 5th meeting.

X. ADJOURNMENT

**The next regular meeting is scheduled for March 5, 2024 at _____ a.m. at DaVita Inc.
(2000 16th Street, Denver, CO 80202) and via WebEx.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (THE
“DISTRICT”)
HELD
JANUARY 2, 2024

A regular meeting of the Board of Directors of the Central Platte Valley Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, January 2, 2024, at 9:00 a.m. via MS Teams videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Jason Dorfman, President
Derrick Walker, Treasurer
Michael Geiger, Secretary
Jordan Kind, Assistant Secretary
Amy Cara, Assistant Secretary

Also, In Attendance Were:

Shauna D’Amato, Rachel Alles, Jason Carroll and Jenna Trujillo;
CliftonLarsonAllen LLP
Dianne Miller, Esq., Rhonda Bilek and Sonja Steele; Miller & Associates Law
Offices, P.C.
Brandon Fries; East West Urban Management
Todd Wenskoski; Livable Cities Studio
John Tryba; WSP

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board called the meeting to order at 9:01 a.m. Upon a motion duly made by Director Walker, seconded by Director Geiger and, upon vote, unanimously carried, the Board approved the agenda, as amended with the addition of Item A3 (Lead-based painting test for Millenium Bridge).

Disclosures of Potential Conflicts of Interest: Attorney Miller advised the Board that, pursuant to Colorado law, certain disclosures by the directors may be appropriate prior to taking official action at the meeting and that written disclosures of the interests of all directors were filed with the Secretary of State and the District prior to the meeting. The Directors then reviewed the agenda for the meeting and previous written disclosures stating the fact and summary nature of any matters, as required under Colorado law, to permit official action to be taken at the meeting.

Quorum, location of meeting, and posting of meeting notice: It was noted that a quorum was present allowing the Board to act on all matters to come before them at this meeting. The Board confirmed the location of the meeting and the posting of the meeting notice.

RECORD OF PROCEEDINGS

Public comment: None.

CONSENT AGENDA **Minutes of the December 5, 2023 Regular Meeting:**

Following review, upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board approved and accepted the Consent Agenda item, as presented.

PROJECT UPDATES **WSP Updates:**

Millenium Bridge & Union Gateway Bridge Updates: Mr. Tryba provided an update noting that they are close to having the bid documents ready and they are working with RTD on the rescheduling of their shutdown. Board discussion ensued.

Asset Management Update: Mr. Tryba informed the Board that he will work on the Scope of Work and proposal for the February meeting. The Board acknowledged his update and provided direction to move forward.

Lead-Based Painting Test (NTE \$1,950.00): Mr. Tryba reviewed with the Board and noted if approved, this work would be done within a few weeks. He stated the test would consist of samples from various places on the bridge.

The Board discussed and requested that for the testing conducted under the bridge, residue is removed before testing the paint to hopefully eliminate/reduce the risk of contamination of surface chemicals. Mr. Tryba agreed and stated he will build that into the Scope of Work with the subcontractor. The Board agreed with his approach.

Following discussion, upon a motion duly made by Director Walker, seconded by Director Geiger and, upon vote, unanimously carried, the Board approved the Lead-Based Painting Test in an amount NTE \$1,950.00 with the inclusion of the additional scope item of removal of residue before testing.

MANAGER ITEMS **Update of 2024 insurance renewal:** Ms. D'Amato provided an update to the Board noting that she has met with Director Kind and Ms. Rickord of T. Charles Wilson over the holidays. She stated Ms. Rickord will obtain a quote and circulate within the next week. Director Kind and Ms. D'Amato will then present at the February meeting.

FINANCIAL ITEMS **Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution to Amend the 2023 Budget:** Upon a motion duly made by Director Cara, seconded by Director Walker, and upon vote, unanimously carried, the Board opened the public hearing at 9:47 a.m.

Ms. Trujillo presented the Amendment of the 2023 Debt Service Fund to \$4,195,000 to the Board. She noted that the amendment is due to the conversion

RECORD OF PROCEEDINGS

cost of the bonds. No public comments were received and the public hearing to consider the amendment of the 2023 Budget was closed at 9:47 a.m.

Following review, upon a motion duly made by Director Geiger, seconded by Director Cara and, upon vote, unanimously carried, the Board approved the amendment of the 2023 Debt Service Fund and adopted the Resolution 2024-01-01 to Amend the 2023 Budget.

Conduct Public Hearing on the proposed 2024 Budget and consider adoption of a Resolution to Adopt the 2024 Budget and Appropriate Sums of Money:

Upon a motion duly made by Director Geiger, seconded by Director Cara and, upon vote, unanimously carried, the Board opened the public hearing at 9:55 a.m.

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

Upon a motion duly made by Director Geiger, seconded by Director Cara and, upon vote, unanimously carried, the Board closed the public hearing at 9:55 a.m.

The proposed 2024 budget was presented by Ms. Trujillo. The Board asked if the Capital Project Fund is still in line with the Reserve Study, and Ms. Trujillo said that it is. Following review and discussion, upon a motion duly made by Director Geiger, seconded by Director Cara and, upon vote, unanimously carried, the Board approved the proposed 2024 Budget and adoption of Resolution 2024-01-01 to Adopt the 2024 Budget and Appropriate Sums of Money, as discussed and presented.

DIRECTOR ITEMS None.

ATTORNEY ITEMS None.

OTHER BUSINESS None.

ADJOURNMENT There being no further business to come before the Board at this time, upon a motion duly made by Director Cara, seconded by Director Walker and, upon vote unanimously carried the Board adjourned the meeting at 9:59 a.m.

Respectfully submitted,

Secretary for the Meeting

CENTRAL PLATTE VALLEY METRO DISTRICT
FINANCIAL STATEMENTS
DECEMBER 31, 2023

**Central Platte Valley Metro District
Balance Sheet - Governmental Funds
December 31, 2023**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets				
Checking Account	\$ 13,724.26	\$ -	\$ -	\$ 13,724.26
Certificates of Deposit	-	-	530,976.36	530,976.36
CSAFE	3,918,849.22	18,620.61	1,657,028.54	5,594,498.37
Colotrust	25,220.14	-	-	25,220.14
Colotrust - Plus	-	-	942,819.06	942,819.06
2022A Loan Revenue Fund	-	2,907,696.15	-	2,907,696.15
2022B Loan Revenue Fund	-	25,223.81	-	25,223.81
Accrued Interest Receivable	-	-	15,307.03	15,307.03
Receivable from County Treasurer	32,936.32	-	-	32,936.32
Property Tax Receivable	945,591.00	1,800,393.00	-	2,745,984.00
Prepaid Insurance	64,431.00	-	-	64,431.00
Total Assets	<u>\$ 5,000,751.94</u>	<u>\$ 4,751,933.57</u>	<u>\$ 3,146,130.99</u>	<u>\$ 12,898,816.50</u>
Liabilities				
Accounts Payable	\$ 49,075.40	\$ 30,000.00	\$ 28,790.00	\$ 107,865.40
Due to Other Districts	190,000.00	-	-	190,000.00
Deferred Property Tax	945,591.00	1,800,393.00	-	2,745,984.00
Total Liabilities	<u>1,184,666.40</u>	<u>1,830,393.00</u>	<u>28,790.00</u>	<u>3,043,849.40</u>
Fund Balances	<u>3,816,085.54</u>	<u>2,921,540.57</u>	<u>3,117,340.99</u>	<u>9,854,967.10</u>
Liabilities and Fund Balances	<u>\$ 5,000,751.94</u>	<u>\$ 4,751,933.57</u>	<u>\$ 3,146,130.99</u>	<u>\$ 12,898,816.50</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances – governmental funds have been omitted.

Central Platte Valley Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 919,994.00	\$ 890,462.54	\$ 29,531.46
Specific ownership taxes	419,630.00	410,829.33	8,800.67
Interest income	60,000.00	207,957.32	(147,957.32)
TIF revenue	2,373,757.00	2,367,422.66	6,334.34
Total Revenue	<u>3,773,381.00</u>	<u>3,876,671.85</u>	<u>(103,290.85)</u>
Expenditures			
Accounting	65,000.00	80,240.90	(15,240.90)
Auditing	7,000.00	7,000.00	-
County Treasurer's fee	9,200.00	8,903.68	296.32
Directors' fees	6,000.00	4,400.00	1,600.00
Dues and membership	4,500.00	4,237.50	262.50
Insurance	55,000.00	58,027.40	(3,027.40)
District management	75,000.00	140,141.07	(65,141.07)
Legal	55,000.00	62,970.00	(7,970.00)
Miscellaneous	1,000.00	421.00	579.00
Payroll taxes	459.00	336.60	122.40
Election	5,000.00	4,832.30	167.70
Website	2,500.00	-	2,500.00
Engineering	10,000.00	-	10,000.00
Contingency	14,341.00	-	14,341.00
Transfers to other districts	3,180,000.00	2,217,803.50	962,196.50
Total Expenditures	<u>3,490,000.00</u>	<u>2,589,313.95</u>	<u>900,686.05</u>
Other Financing Sources (Uses)			
Transfers to other fund	(1,000,000.00)	-	(1,000,000.00)
Total Other Financing Sources (Uses)	<u>(1,000,000.00)</u>	<u>-</u>	<u>(1,000,000.00)</u>
Net Change in Fund Balances	(716,619.00)	1,287,357.90	(2,003,976.90)
Fund Balance - Beginning	2,448,743.00	2,528,727.64	(79,984.64)
Fund Balance - Ending	<u>\$ 1,732,124.00</u>	<u>\$ 3,816,085.54</u>	<u>\$ (2,083,961.54)</u>

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SUPPLEMENTARY INFORMATION

Central Platte Valley Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,933,893.00	\$ 1,895,355.62	\$ 38,537.38
Interest income	50,000.00	44,812.54	5,187.46
TIF revenue	3,165,009.00	3,156,563.21	8,445.79
Total Revenue	<u>5,148,902.00</u>	<u>5,096,731.37</u>	<u>52,170.63</u>
Expenditures			
County Treasurer's fee	19,340.00	18,956.75	383.25
Legal	30,000.00	30,000.00	-
Miscellaneous	5,000.00	534.63	4,465.37
Loan interest	-	114,033.49	(114,033.49)
Loan Interest - 2022A	1,696,494.00	1,696,494.00	-
Loan Interest - 2022B	756,055.00	756,055.00	-
Loan Principal - 2022A	1,310,000.00	1,310,000.00	-
Loan Principal - 2022B	375,000.00	375,000.00	-
Contingency	3,111.00	-	3,111.00
Total Expenditures	<u>4,195,000.00</u>	<u>4,301,073.87</u>	<u>(106,073.87)</u>
Net Change in Fund Balances	953,902.00	795,657.50	158,244.50
Fund Balance - Beginning	2,125,884.00	2,125,883.07	0.93
Fund Balance - Ending	<u>\$ 3,079,786.00</u>	<u>\$ 2,921,540.57</u>	<u>\$ 158,245.43</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Central Platte Valley Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 64,000.00	\$ 149,755.09	\$ (85,755.09)
Total Revenue	<u>64,000.00</u>	<u>149,755.09</u>	<u>(85,755.09)</u>
Expenditures			
Engineering	50,000.00	72,345.50	(22,345.50)
Holiday Lighting	250,000.00	-	250,000.00
17th Street Garden Fencing	120,000.00	3,500.00	116,500.00
Elevators	175,000.00	109,082.99	65,917.01
18th Street Bridge Flooring	20,000.00	-	20,000.00
Contingency	15,000.00	-	15,000.00
Transfers to other districts	350,000.00	-	350,000.00
Total Expenditures	<u>980,000.00</u>	<u>184,928.49</u>	<u>795,071.51</u>
Other Financing Sources (Uses)			
Transfers from other funds	1,000,000.00	-	1,000,000.00
Total Other Financing Sources (Uses)	<u>1,000,000.00</u>	<u>-</u>	<u>1,000,000.00</u>
Net Change in Fund Balances	84,000.00	(35,173.40)	119,173.40
Fund Balance - Beginning	3,210,287.00	3,152,514.39	57,772.61
Fund Balance - Ending	<u>\$ 3,294,287.00</u>	<u>\$ 3,117,340.99</u>	<u>\$ 176,946.01</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
Schedule of Cash Deposits & Investments
December 31, 2023
 Updated as of January 26, 2024

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>OPERATING CASH</u>				
<u>US Bank - Checking Account</u>				
Balance as of 12/31/23	\$ 13,724.26	\$ -	\$ -	\$ 13,724.26
Subsequent activities:				
01/05/24 Vouchers payable	(20,965.90)	(30,000.00)	-	(50,965.90)
01/05/24 Transfer from CSAFE	5,000.00	30,000.00	-	35,000.00
01/12/24 Transfer from CSAFE	10,000.00	-	-	10,000.00
<i>Anticipated vouchers payable</i>	(6,939.50)	-	(28,790.00)	(35,729.50)
<i>Anticipated transfer from CSAFE</i>	7,210.00	-	28,790.00	36,000.00
<i>Anticipated Balance</i>	<u>8,028.86</u>	<u>-</u>	<u>-</u>	<u>8,028.86</u>
<u>INVESTMENTS</u>				
<u>Colostrust Plus</u>				
Balance as of 12/31/23	-	-	942,819.06	942,819.06
Subsequent activities: none				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>942,819.06</u>	<u>942,819.06</u>
<u>Colostrust Prime</u>				
Balance as of 12/31/23	25,220.14	-	-	25,220.14
Subsequent activities: none				
<i>Anticipated Balance</i>	<u>25,220.14</u>	<u>-</u>	<u>-</u>	<u>25,220.14</u>
<u>CSAFE</u>				
Balance as of 12/31/23	3,918,849.22	18,620.61	1,657,028.54	5,594,498.37
Subsequent activities:				
01/05/24 Transfer to Checking	(5,000.00)	(30,000.00)	-	(35,000.00)
01/05/24 Transfer to CPVCMD	(120,000.00)	-	-	(120,000.00)
01/12/24 Transfer to Checking	(10,000.00)	-	-	(10,000.00)
01/15/24 Property Tax Receipt	32,936.32	-	-	32,936.32
01/26/24 Transfer between funds (to be reversed)	(11,379.39)	11,379.39	-	-
<i>Anticipated transfer to Checking</i>	(7,210.00)	-	(28,790.00)	(36,000.00)
<i>Anticipated transfer to CPVCMD</i>	(88,000.00)	-	-	(88,000.00)
<i>Anticipated Balance</i>	<u>3,710,196.15</u>	<u>-</u>	<u>1,628,238.54</u>	<u>5,338,434.69</u>
<u>First Western Trust Bank</u>				
Balance as of 12/31/23	-	-	530,976.36	530,976.36
Subsequent activities: none				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>530,976.36</u>	<u>530,976.36</u>
<i>Anticipated Balances</i>	<u>\$ 3,743,445.15</u>	<u>\$ -</u>	<u>\$ 3,102,033.96</u>	<u>\$ 6,845,479.11</u>
<u>FUNDS HELD BY MIDWEST ONE BANK:</u>				
	<u>2022A</u>	<u>2022B</u>	<u>Total</u>	
<u>2022 Loan Revenue Fund</u>				
Balance as of 12/31/23	\$ 2,907,696.15	\$ 25,223.81	\$ 2,932,919.96	
<i>Anticipated Balance</i>	<u>2,907,696.15</u>	<u>25,223.81</u>	<u>2,932,919.96</u>	

CSAFE - Yield 5.49%
 Colostrust Plus- Yield 5.5660%
 Colostrust Prime - Yield 5.2309%
 First Western Trust Bank - CD's (\$200,000 original purchase) - Yield 0.70%
 First Western Trust Bank - CD's (\$300,000 original purchase) - Yield 0.20%
 MidWest One Bank - Public Fund MM-#7937 Yield 0.50%
 MidWest One Bank - Public Fund MM-#7951 Yield 0.35%

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
 Property Tax Reconciliation Schedule
 2023

	Property Taxes	Net Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	TIF Taxes	Prop tax (due to) paid to County for pymt of rebates	Net Amount Received	% of Total Property Taxes Received		Prior Year		
									Monthly	Y-T-D	Total Cash Received	% of Total Property Taxes Received	
												Monthly	Y-T-D
January	\$ 13,429.92	\$ 1,268.86	\$ 13,257.23	\$ 3.55	\$ (147.01)	\$ 1,372.99	\$ 1,612.30	\$ 27,573.24	0.52%	0.52%	\$51,617.38	0.38%	0.38%
February	1,255,244.14	-	13,966.54	-	(12,552.46)	2,406,254.79	217,740.10	3,445,172.91	43.98%	44.50%	3,408,521.11	42.06%	42.45%
March	149,690.67	(34,163.13)	53,762.26	17.04	(1,155.45)	709,560.07	-	877,711.46	4.05%	48.55%	181,911.29	2.64%	45.08%
April	242,649.97	-	38,564.09	(315.16)	(2,423.37)	232,561.13	-	511,036.66	8.50%	57.05%	1,210,753.91	11.85%	56.93%
May	106,937.60	-	39,936.44	45.76	(1,069.83)	189,117.76	-	334,967.73	3.75%	60.80%	906,730.67	6.23%	63.16%
June	1,042,673.07	-	34,788.66	149.96	(10,428.20)	1,971,542.86	-	3,038,726.35	36.54%	97.33%	2,679,414.35	36.70%	99.86%
July	1,924.17	(557.05)	35,310.88	(11.87)	(13.54)	(3,446.97)	(4,043.58)	37,249.20	0.05%	97.38%	43,895.95	0.25%	100.10%
August	1,719.48	-	41,357.12	48.49	(17.69)	-	-	43,107.40	0.06%	97.44%	46,067.51	0.10%	100.21%
September	2.52	-	37,947.50	0.12	(0.03)	-	-	37,950.11	0.00%	97.44%	37,827.98	-0.39%	99.81%
October	3,243.54	-	37,639.14	166.96	(34.11)	17,023.26	4,043.58	53,995.21	0.11%	97.55%	34,712.18	-0.49%	99.32%
November	1,754.40	-	31,363.15	120.22	(18.74)	-	-	33,219.03	0.06%	97.61%	32,628.32	-0.09%	99.24%
December	-	-	32,936.32	-	-	-	-	32,936.32	0.00%	97.61%	26,819.40	0.00%	99.24%
Total	\$ 2,819,269.48	\$ (33,451.32)	\$ 410,829.33	\$ 225.07	\$ (27,860.43)	\$ 5,523,985.87	\$ -	\$ 8,473,645.60	97.61%	97.61%	\$ 8,660,900.04	99.24%	99.24%

Property Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 919,994	42.86%	\$ 890,462.54	96.79%
DEBT SERVICE	\$ 1,226,659	57.14%	1,187,283.70	96.79%
DEBT SERVICE (debt only)	\$ 707,234	100.00%	708,071.92	100.12%
	\$ 2,853,887		\$ 2,785,818.16	97.61%

Net Property Taxes	
486247.21 GENERAL FUND	\$ 890,462.54
899223.25 DEBT SERVICE	1,895,355.62
	\$ 2,785,818.16

Specific Ownership Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 419,630	100.00%	\$ 410,829.33	97.90%
	\$ 419,630	100.00%	\$ 410,829.33	97.90%

Treasurer's Fees	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 9,200	42.86%	\$ 8,903.68	96.78%
DEBT SERVICE	\$ 11,604	57.14%	11,871.58	102.31%
DEBT SERVICE (debt only)	\$ 7,736	100.00%	7,085.17	91.59%
	\$ 28,540		\$ 27,860.43	97.62%

TIF Tax	Taxes		TIF Tax Collected	% Collected to Amt. Budgeted
	Budgeted	% of Budgeted		
GENERAL FUND	\$ 2,373,757	42.86%	\$ 2,367,422.66	99.73%
DEBT SERVICE	\$ 3,165,009	57.14%	3,156,563.21	99.73%
	\$ 5,538,766	100.00%	\$ 5,523,985.87	99.73%

2023	
AV - Operating District	\$ 102,221,602
TIF Increment	266,414,908
	\$ 368,636,510
Operations Mill Levy	9.000
DS Mill Levy	12.000
	21.000
AV - Excluded Area	\$ 88,404,250
DS Mill Levy	8.000

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

Central Platte Valley Metropolitan District
 Schedule of Payables as of January 26, 2024
 Paid February 6, 2024

Vendor	Invoice #	Date	Approval Status	Payment Status	Open Balance	
Miller and Associates Law Offices	958	12/31/2023	Approving	Unpaid	\$ 6,939.50	\$ 6,939.50
WSP USA	1376718	11/3/2023	Approving	Unpaid	15,346.50	
WSP USA	1385334	12/1/2023	Approving	Unpaid	13,443.50	28,790.00
					<u>\$ 35,729.50</u>	<u>\$ 35,729.50</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
SCHEDULE OF FIXED ASSETS
December 31, 2023

<u>By Classification</u>	<u>Balance at December 31, 2022</u>	<u>Additions</u>	<u>Transfers and Retirements</u>	<u>Balance at December 31, 2023</u>
Capital assets not being depreciated				
Landscape improvements	\$ 155,181	\$ -	\$ -	\$ 155,181
Construction in process	62,940	-	-	62,940
Total capital assets, not being depreciated	<u>218,121</u>	<u>-</u>	<u>-</u>	<u>218,121</u>
Capital assets being depreciated				
Millennium Bridge	12,406,276	72,345	-	12,478,621
Union Gateway Bridge	5,083,354	-	-	5,083,354
Security cameras	76,644	-	-	76,644
Fountain/plaza	300,000	-	-	300,000
Pedestrian lights	474,586	-	-	474,586
Transformer housing	16,000	-	-	16,000
Irrigation system	105,061	-	-	105,061
Granite/crescent walls	1,835,440	-	-	1,835,440
17th Street Garden lighting	35,947	3,500	-	39,447
Sidewalks/back of curb landscaping	1,001,323	-	-	1,001,323
Back-of-curb infrastructure/fixtures	185,386	-	-	185,386
Elevators	-	109,083	-	109,083
Total capital assets being depreciated	<u>21,520,017</u>	<u>184,928</u>	<u>-</u>	<u>21,704,945</u>
Total capital assets	<u>\$ 21,738,138</u>	<u>\$ 184,928</u>	<u>\$ -</u>	<u>\$ 21,923,066</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statement of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The District was formed on June 2, 1998, with its formation election held on May 5, 1998. The election approved an increase in taxes of \$660,000 annually for general operations and maintenance; general obligation indebtedness of \$41,920,000 for streets, \$1,830,000 for safety controls, \$11,100,000 for water facilities, \$500,000 for sewer facilities, \$1,400,000 for parks, and \$250,000 for general operating costs, special obligation revenue bonds payable solely from appropriations and payments from the City and County of Denver of \$9,225,000 for streets, \$225,000 for safety controls, and \$2,550,000 for parks, and provided that the District could retain revenue in excess of fiscal year spending. In subsequent elections held in 2000, 2004, and 2005 District electors renewed the District's debt authorization for a total cumulative amount of \$197,000,000.

In accordance with its Service Plan, the District was formed to provide for the design, construction, installation, financing, and acquisition of certain street, safety protection, water, sanitation, and park and recreation improvements in its service area in Denver County.

The District issued bonds/debt in 1998, 1999, 2001, 2005, 2006, 2009, 2013 and 2014 for capital outlay, operations, and refunding. The District and the City have negotiated an Infrastructure and Open Space Agreement, which was amended in 2001 and 2010 to provide for the sharing of costs for certain infrastructure.

Subsequent to the issuance of the Series 2001 bonds, approximately 40% of the land area within the District was excluded for operating purposes. This excluded property remains responsible for payment of the debt service on the debt outstanding at the date of exclusion.

On February 19, 2013, an order and decree was filed and granted in the District Court of Denver County organizing the Central Platte Valley Coordination Metropolitan District (Coordination District). The Coordination District was organized to implement a multi-district structure to more effectively accommodate both residential and commercial development within and without the District's and the Coordination District's physical boundaries.

The Coordination District is entity responsible for coordinating the operation and maintenance of all public services and improvements throughout the development. The Coordination District intends to enter into such necessary and appropriate agreements with the District and other governmental and non-governmental entities to provide for the operation and maintenance of all of the improvements and the provision of public services not otherwise dedicated to third party entities.

The Coordination District shall be dependent upon the District and other governmental entities and third parties for the generation and advancement of funds. The Coordination District shall have no power to issue any debt and no authority to impose a mill levy upon any property within or without its boundaries. Rather, the primary source of revenue available to the Coordination District is based upon its ability to enter into inter-governmental agreements with other governmental entities (IGAs). The basic nature of these IGAs would be for a governmental entity with taxing or other revenue-generating authority (such as the District) to transfer revenues to the Coordination District, which would then use the funds to the benefit of the entire development.

The District has no employees, and all administrative functions are contracted.

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided – (continued)

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

Revenues

Property Taxes

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

Senate Bill 21-293 among other things, designates multi-family residential real property (defined generally, as property that is a multi-structure of four or more units) as a new subclass of residential real property. For tax collection year 2023, the assessment rate for single family residential property decreases to 6.95% from 7.15%. The rate for multifamily residential property, the newly created subclass, decreases to 6.80% from 7.15%. Agricultural and renewable energy production property decreases to 26.4% from 29.0%. Producing oil and gas remains at 87.5%. All other nonresidential property stays at 29%.

The calculation of the taxes levied is displayed on page 3 of the budget at the adopted mill levy of 21.000 mills for the Operating District and 8.000 mills for the excluded property.

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 5.00% of the property taxes and TIF taxes collected.

TIF Taxes

During 2008, the Denver Downtown Development Authority (DDA) was created to help finance the Denver Union Station Project. The Denver Union Station Project is adjacent to the District, and a portion of the District is included within the boundaries of the DDA. The DDA has the statutory authority to use Tax Increment Financing (TIF) for 30 years, or until 2039.

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues – (continued)

Tax Increment Financing allows the DDA to collect property taxes on the assessed value of real property within the District that is greater than a base amount established for the District, which base amount is the assessed value as of the date of the formation of the DDA in 2009. The District and the DDA have entered into an intergovernmental agreement whereby the DDA will not retain any of the District's TIF increment collected from the increase in AV above the base amount but will return all collected amounts to the District within 30 days of receipt. It is estimated that in 2023 the District will receive approximately \$6,669,276 under this agreement, as the DDA has waived any interest in these TIF taxes.

Net Investment Income

Interest earned on the District's available funds has been estimated based upon an average interest rate of approximately 1.5%.

Expenditures

Administrative and Operational Expenditures

On October 8, 2013, the District entered into an intergovernmental agreement with Central Platte Valley Coordination Metropolitan District. Per this Agreement the District will transfer \$3,150,000 to the Coordination District, to be used to cover general government, operation and maintenance expenditure, as well as the security and maintenance of areas within the District and the excluded area, including the Union Gateway Bridge, 17th Street Gardens, and the Millennium Bridge, fountain, and elevators, per the IGA's mentioned above.

Administrative expenditures budgeted for the District include the services necessary to maintain the District's administrative viability such as accounting and audit, insurance, legal, management, and other expenses directly attributable to the District.

Debt Service

Interest and principal payments are provided based upon the debt amortization schedules for the 2022A and 2022B Loans as detailed on pages 5, 10 and 11 of the Budget (discussed under Debt and Leases).

Capital Outlay

The 2023 anticipated expenditures are detailed on page 6 of the budget. \$350,000 will be transferred to the Coordination District to fund administrative capital expenses.

Contingency

The District has provided for the possibility of additional expenditures for improvements or other contingencies.

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Debt and Leases

\$36,965,000 General Obligation Refunding Loan Series 2022A (2022A Loan), dated June 15, 2022, with a taxable interest rate of 4.95% converting to non-taxable interest rate of 4.03% on September 5, 2023, payable on June 1 and December 1. Principal payments are due on December 1, beginning December 1, 2022. Proceeds of the 2022A Loan were used to defease (debt legally satisfied) the District's outstanding Series 2013A Bonds (2013 Bonds) and pay the costs in connection with the issuance of the 2022A Loan. The 2013 Bonds are not considered a liability of the District since sufficient funds in the amount of \$39,311,274 were deposited with a trustee and invested in U.S. government securities for the purpose of paying the principal and interest of the 2013 Bonds until the call date, at which point the 2013 Bonds will be repaid in their entirety from the remaining funds in the escrow account. The 2013 Bonds will be redeemed on September 5, 2023.

\$15,840,000 General Obligation Refunding Loan Series 2022B (2022B Loan), dated June 15, 2022, with a taxable interest rate of 5.10% converting to a non-taxable interest rate of 4.15% on September 5, 2023, payable on June 1 and December 1. Principal payments are due on December 1, beginning December 1, 2022. Proceeds of the 2022B Loan were used to defease (debt legally satisfied) the District' outstanding Series 2014B Bonds (2014 Bonds) and pay costs in connection with the issuance of the 2022B Bonds. The 2014 Bonds are not considered a liability of the District since sufficient funds in the amount of \$20,268,583 were deposited with a trustee and invested in U.S. government securities for the purpose of paying the principal and interest of the 2014 Bonds until the call date, at which point the 2014 Bonds will be repaid in their entirety from the remaining funds in the escrow account. The 2014 Bonds will be redeemed on September 5, 2023.

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve equal to at least 3% of the fiscal year spending for 2023, as defined under TABOR.

Reserve for Future Rebates

The District has set aside funds for the possibility of property tax rebates/refunds in connection with property valuation protests that had not been adjudicated as of the date of mill levy certification for 2023.

Reserve for Capital Replacement

The District has established a reserve for the replacement/enhancement of major structures within the District, including the Millennium Bridge and the Union Gateway Bridge. In 2018, the District commissioned a reserve study for the planned maintenance and repairs of the District's bridges, elevators, landscaping and back of curb improvements through the next 30 years.

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

	\$36,965,000		\$15,840,000		Total All Bonds
	Series 2022A General Obligation Refunding Loan 4.95% Taxable Converting to 4.03% Non-Taxable on 9/05/23 Dated June 15, 2022 Interest Payable June 1 and December 1 Principal Due December 1		Series 2022B General Obligation Refunding Loan 5.10% Taxable Converting to 4.15% Non-Taxable on 9/05/23 Dated June 15, 2022 Interest Payable June 1 and December 1 Principal Due December 1		
	Principal	Interest	Principal	Interest	
2023	\$ 1,310,000	\$ 1,696,494	\$ 375,000	\$ 756,055	\$ 4,137,549
2024	1,625,000	1,392,566	500,000	628,310	4,145,876
2025	1,710,000	1,327,079	520,000	607,560	4,164,639
2026	1,800,000	1,258,166	540,000	585,980	4,184,146
2027	1,895,000	1,185,626	570,000	563,570	4,214,196
2028	2,035,000	1,109,258	590,000	539,915	4,274,173
2029	2,120,000	1,027,247	615,000	515,430	4,277,677
2030	2,205,000	941,811	640,000	489,907	4,276,718
2031	2,295,000	852,949	665,000	463,348	4,276,297
2032	2,385,000	760,461	695,000	435,750	4,276,211
2033	2,485,000	664,346	720,000	406,907	4,276,253
2034	2,585,000	564,200	750,000	377,028	4,276,228
2035	2,685,000	460,024	780,000	345,902	4,270,926
2036	2,795,000	351,819	815,000	313,533	4,275,352
2037	2,910,000	239,181	850,000	279,710	4,278,891
2038	3,025,000	121,908	885,000	244,435	4,276,343
2039	-	-	920,000	207,707	1,127,707
2040	-	-	960,000	169,528	1,129,528
2041	-	-	1,000,000	129,687	1,129,687
2042	-	-	1,040,000	88,188	1,128,188
2043	-	-	1,085,000	45,027	1,130,027
	<u>\$ 35,865,000</u>	<u>\$ 13,953,135</u>	<u>\$ 15,515,000</u>	<u>\$ 8,193,477</u>	<u>\$ 73,526,612</u>

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

Check List

January 9, 2024 - February 6, 2024

<u>Check Number</u>	<u>Process Date</u>	<u>Vendor</u>	<u>Invoice Number</u>		<u>Amount</u>
BILL.COM CHECK	1/11/2024	CliftonLarsonAllen LLP	3983956	\$	6,943.33
BILL.COM CHECK	1/11/2024	CliftonLarsonAllen LLP	3984696		8,087.57
BILL.COM CHECK	1/11/2024	Greenberg Traug	1000500034		25,000.00
BILL.COM CHECK	1/11/2024	Kline Alvarado Veio, P.C	120123		5,000.00
BILL.COM CHECK	1/11/2024	Miller and Associates Law Offices	918		5,935.00
				\$	50,965.90

Project: Millennium BridgeClient: CPVMDCode: 30902858ASubject: Paint System RecoatingBy: ILADate: 1/30/2024Cost EstimateChecked: JPGDate: 1/30/2024

Narrative

This document serves as a cost estimate for budgeting purposes for recoating the Millennium Bridge. The recommended scope of work involves cleaning, spot repairs, and a complete overcoat for all the existing painted steel components visible from on the structure and outside the railroad/RTD ROW. This will include all painted steel elements above the deck, pedestrian/railroad fencing on the structures and stairs, support columns and members accessible from the park and city side plazas, and structural members exterior to the deck which do not require ground-supported vehicle access on the railroad right-of-way.

The unit cost for each component are scaled to account for level of effort and include mobilization, environmental protection, containment, waste disposal, surface preparation, materials, labor, and inspection (as appropriate). Necessary permitting and fees related to railroad coordination/review are included as individual pay items. No estimates are included for engineering services and construction management at this time, but may be added if requested.

Assumptions

1. The following items are excluded from the painting estimate: Elevators, cables, and stay-in-place forms. Any additional elements may be estimated, as directed.
2. The area of fencing is estimated as if it were a solid body with one vertical surface needing to be coated.
3. Railroad permitting costs are estimated for UP and BNSF, however the structure is overpassing the consolidated mainline tracks, it is likely that coordination and permitting will only be required for BNSF.

Cost Estimate

Spot Repair of Damaged Coating Plus Overcoating (Top of structure only) - Service Life Extension: 12 Years

Item Description	Unit	Quantity	Unit Cost	Total Cost
(1) STRUCTURE REPAIR AND COATING				
Main Mast	SF	3565	\$ 30.00	\$ 106,950.00
Main Cable Swages & Anchors	SF	600	\$ 20.00	\$ 12,000.00
Backstay Cable Swages & Anchors	SF	300	\$ 15.00	\$ 4,500.00
Superstructure Grillage	SF	4750	\$ 40.00	\$ 190,000.00
Park Side Stairs	SF	3000	\$ 30.00	\$ 90,000.00
Abutment Bearings	SF	240	\$ 35.00	\$ 8,400.00
Substructure Support Columns & Bracing	SF	100	\$ 35.00	\$ 3,500.00
Pedestrian Fencing	SF	1250	\$ 15.00	\$ 18,750.00
Railroad Fencing	SF	2180	\$ 15.00	\$ 32,700.00
			Subtotal	\$ 466,800.00
(2) PERMITS AND COORDINATION				
BNSF Permitting and Review	LS	1	\$ 40,000.00	\$ 40,000.00
UP Permitting and Review	LS	1	\$ 40,000.00	\$ 40,000.00
RTD Permitting and Review	LS	1	\$ 25,000.00	\$ 25,000.00
Railroad Flagger	HR	40	\$ 200.00	\$ 8,000.00
			Subtotal	\$ 113,000.00
(3) MISCELLANEOUS				
Contingency, 20% (1 + 2)	LS	1	\$ 115,960.00	\$ 115,960.00
			Subtotal	\$ 115,960.00
			TOTAL	\$ 695,760.00

Asset Management Program Scope of Work

Terms of Reference

The purpose of this document is to define the scope of work discussed with the Central Platte Valley Metropolitan District (CPVMD) and summarize eleven (11) tasks required to meet CPVMD objectives of the development and implementation of asset management practices. The scope was developed based on WSP's experience delivering similar work at other agencies across the US as well as national and international standards.

This proposed approach includes two phases of work:

- Phase 1: Integrate existing and collected asset management data into a new enterprise asset management (EAM) system, Atom, to better enable work management practices. Provide maintenance support to CPVMD for Atom.
- Phase 2: Develop a formal Asset Management Plan (AMP) that is aligned to CPVMD business needs and complies with asset management best practices.

Phase 1 Scope of Work-Asset Assessment and Atom Implementation

To begin implementing a functional asset management program, CPVMD will procure an EAM system, Atom. Assessing historical asset information and financial reports will then lead to seamless integration into Atom allowing for CPVMD to have consistent and easily accessible data which will enable staff and leadership to optimize both efficiency and quality in the management and renewal of CPVMD's assets.

Task 1 Facilitate Kickoff Work-Session with CPVMD Stakeholders and Gather Existing Documentation

Work with CPVMD stakeholders to kick off the project, confirm work plan, request and review existing documentation, and discuss stakeholder involvement on subsequent tasks.

- Develop documentation requests with key information required to inform current inventory and condition and state of asset management across the organization.
- Review and analyze requested documentation in advance of the kickoff meeting and prior to subsequent tasks.
- Conduct project kickoff meeting (1-hour; virtual) to review project objectives, scope, and schedule, identify key stakeholders, discuss status of asset management efforts to date, and discuss project expectations and success factors.
- Develop a brief memorandum that summarizes key points from the kickoff meeting.

Task 1 Deliverables

- Document Request Memorandum
- Project Kickoff Meeting (1-hours; virtual)
- Project Kickoff Meeting Materials
- Project Kickoff Meeting Summary Memorandum

Task 2 Support CPVMD in Procuring EAM

Work with and support CPVMD stakeholders in procuring the EAM system, Atom.



- While working for CPVMD, coordinate with the Atom representatives to develop a proposal for EAM software that will meet CPVMD's needs.
- Provide CPVMD with the agreed upon price proposal from Atom (EAM system) for procurement by CPVMD.

Task 2 Deliverables

- Final Atom Quote/Proposal

Task 3 Assessment of Historical Asset Information and Implementation of Atom

Reviewing historical asset information with CPVMD stakeholders which will be leveraged to implement and integrate assets into Atom.

- Conduct an asset information review workshop with CPVMD stakeholders to review historical asset information and reports.
- Assess CPVMD asset information to determine critical information available for implementation into Atom.
- Develop a brief memorandum that summarizes available asset information as well as critical data gaps.
- Once CPVMD agrees on the content within the Asset Information and Data Memorandum, data will be integrated into Atom.
- Provide a high-level training of Atom with CPVMD stakeholders once data integration is complete.

Task 3 Deliverables

- Asset information workshop (1-hour; virtual)
- Asset Information and Data Memorandum
- Integration into Atom with agreed upon asset information from final memorandum
- Training Session with CPVMD Stakeholders (2-hours, in-person)

Phase 2 Scope of Work – Developing CPVMD's AMP

A comprehensive AMP provides an understanding of the current asset portfolio and an organization wide view of the work necessary to deliver the organization's goals and objectives. To deliver a comprehensive document that meets CPVMD's business needs WSP has proposed nine integrated tasks as summarized below.

Task 4 Develop Levels of Services (LOS)

LOS goals are one of the fundamental building blocks of an asset management program as they translate the mission of the organization in absolute terms for customer service, compliance requirements, and system reliability. Qualitative and quantitative LOS metrics and goals/targets will be developed in terms that are measurable and achievable.

- Conduct one LOS workshop (1.5-hours; virtual) that includes LOS examples for other agencies. During the workshop we will seek to identify LOS that CPVMD already has in place (formally documented or proposed) and evaluates them for alignment with industry practice and collaborate to develop a final set of LOS measures and goals/targets appropriate for CPVMD.



- Review LOS goals with CPVMD stakeholders. Comments and feedback will be incorporated into the final matrix and AMP.

Task 4 Deliverables

- LOS workshop (1.5 hours; virtual)
- Draft LOS Matrix
- Final LOS Matrix

Task 5 Assess and Refine Asset Hierarchy and Inventory Data

Compile existing inventory and attribute data and develop an asset hierarchy and data standard to better support asset management planning and Task 4 asset assessment effort.

- Conduct a workshop (1-hour; virtual) to review current state of the inventory of each asset category and discuss existing gaps. We will focus on how an asset is defined, how the assets are organized (asset class, asset type), the completeness of the asset attributes (size, material, age, etc.), and current asset hierarchies (functional and location). In addition, WSP will provide CPVMD with examples of best practice data frameworks used by other agencies and present potential enhancements or refinements.
- Based on workshop outcomes and discussions, WSP will develop a proposed information standard including hierarchies and attribute frameworks. Comments and feedback will be incorporated into the final memorandum and AMP.
- Review current asset inventory and proposed information standard and compile existing information into framework and identify remaining gaps to be addressed through Task 4.

Task 5 Deliverables

- Asset Inventory Workshop (1-hour, virtual)
- Draft Asset Hierarchy and Data Standard Memorandum
- Final Asset Hierarchy and Data Standard Memorandum and Spreadsheet with compiled existing data (to support Task 4)

Task 6 Asset Inventory, Condition, and Functional Assessment

A comprehensive field and desktop assessment will ensure the final inventory and attributes are aligned with the new data standard and that a baseline condition assessment provides an assessment of short-term and long-term needs. Condition for agency assets is typically determined through a visual observation of an asset, supplemented with any existing monitoring or analysis. Functional condition assesses how well an asset meets its current functionality and performance requirements independent of condition is typically determined through an objective assessment at the system level for factors including: compliance requirements, capacity, and technical obsolescence. Age and useful life are also incorporated as a proxy for condition, especially for assets where a visual assessment is not readily available or feasible.

- Conduct a workshop (1-2 hours; virtual) to assess the current status and completeness of CPVMD's condition methods and data for each process and/or asset type/class. As needed, WSP will provide a proposed baseline visual assessment methodology for identified assets using a consistent 1-5 scoring methodology. As appropriate information on historic maintenance costs can also be considered along with age and useful life.



- Mobilize a data collection team across assets to collect and refine asset inventory and attribute data and perform a condition assessment effort for agreed upon assets. WSP will utilize a mobile data collection tool to capture and refine data and perform the assessment.
 - WSP assumes no more than two days will be required to evaluate all of CPVMD's assets.
- Compile inventory and condition data from field assessment efforts and review with CPVMD stakeholders. Comments and feedback will be incorporated into the final data spreadsheet and AMP analysis.

Task 6 Deliverables

- Condition and Performance Assessment Workshop (1-2 hours; virtual)
- On-site Asset Assessment (two-days; on-site)
- Draft Condition and Functional Assessment Memorandum
- Final Condition and Functional Assessment Memorandum
- Master inventory spreadsheet that captures all CPVMD's assets and collected data

Task 7 Develop Criteria for Determining Risk and Criticality

Risk is the product of consequence of failure and likelihood of failure. Likelihood will be determined based on condition assessment efforts in Task 6. Consequence of failure applies triple bottom line criteria (financial, social, and environmental) to assess the potential impact of failure of a process or asset to allow CPVMD to objectively prioritize needs based on risk.

- Conduct a workshop (1-hour; virtual) with CPVMD stakeholders to develop a simplified consequence of failure (COF) criteria for major asset classes/types. WSP will provide a recommended approach to CPVMD to apply LOF from previous Task 4 efforts and incorporate COF to develop a consistent risk scoring calculation.
- Review risk matrices with CPVMD stakeholders. Comments and feedback will be incorporated into the final matrices, data collection effort, and AMP.

Task 7 Deliverables

- Criticality and Risk Workshop (1-hour, virtual)
- Draft Criticality Matrix and Risk Calculations
- Final Criticality Matrix and Risk Calculations

Task 8 Develop Asset Replacement Costs

Applying standard useful lives and replacement costs are critical to developing realistic, long-term financial and funding plans to maintain a state of good repair (SGR).

- Assign expected useful lives (EUL) to each asset based on appropriate asset categories. For each asset, we will then calculate remaining useful life (RUL) and estimated financial replacement schedule based on installation date. We will also adjust RUL for each asset as appropriate based on observed condition. Finally, we will perform an analysis of standard EULs for each asset category vs. average observed condition from the field assessment work to identify any recommendations for overarching changes to the standard.
- Utilize experienced cost estimating staff to develop current dollar value replacement cost for each asset assessed in Task 4 using appropriate resources such as: cost databases, bid tabs, vendor catalogs, and institutional knowledge. Cost estimates will assume like-for-like replacement as close as possible using current standards and include an appropriate add-on percentage for vendor delivery



and installation. We will also provide recommendations for future cost escalation using industry standard methodologies or cost indices.

Task 8 Deliverables

- Draft Asset Replacement Analysis Memorandum
- Final Asset Replacement Analysis Memorandum
- Updated asset inventory spreadsheet with EUL, condition adjusted EUL, asset replacement cost and year, and long-term renewal/replacement forecast.

Task 9 Develop a Consolidated Asset Management Plan

Develop an AMP for the CPVMD. The AMP will document existing and future maintenance practices, policies, and data (as available).

- Compile the information and documentation created in Tasks 1-6 into an AMP
- The AMP will be organized by topic and will include added content such as an introduction and overview section as required to correlate the material into a cohesive AMP.
- The master asset inventory spreadsheet finalized in Task 4 will be used in Phase 2 to integrate updated data into the EAM system, ATOM.
- Review the AMP with CPVMD stakeholders. Comments and feedback will be incorporated into the final AMP.
- Conduct a workshop (1-hours; in-person) to present results of the AMP including the asset inventory, assessments, and high priority budgeting needs.

Task 9 Deliverables

- Draft Asset Management Plan
- Final Asset Management Plan
- Final AMP Workshop (1-hours; in-person)

Task 10 Asset Preventative Maintenance and Inspections

Preventive maintenance (PM) activities need to be scheduled, tracked, and managed in the EAM system, Atom. The frequency and scope of each PM activity is tailored to specific equipment or asset types/classes, and PM activities (labor, materials, and task completion) are logged as they are completed and verified at a determined frequency.

- Conduct a work session (1-hour; virtually) to review existing PM and inspections practices and workflows and how current activities are scheduled and documented.
- Review existing operation and maintenance (O&M) manuals for assets so that common procedures and preventive maintenance activities can be properly documented in the EAM system, Atom.
- Develop a PM schedule (frequency and/or triggers) and specifications (activity or task list) for PM and inspection activities for critical assets (estimate includes 10 assets or asset types/classes).
- Review the schedule and specifications for PM and inspection activities with CPVMD stakeholders. Comments and feedback will be incorporated into the final specifications.
- Integrate PM and inspection activities for critical into the Atom so information is readily available to CPVMD personnel.

Task 10 Deliverables



- Work Order Management Work Session (1-hour; virtual)
- Draft Work Order Management Specification Memorandum
- Final Work Order Management Specification Memorandum

Task 11 Work Order Management Process Mapping

Develop the work order (WO) process to identify, request, prioritize, assign, instruct, document, and communicate preventive and corrective maintenance for assets, or to change existing assets, or install new assets.

- Conduct a work session (1-hour; virtual) to review existing work order processes within CPVMD.
- Develop an updated swim lane diagram and process guide based on the work session and provide recommendations for the work order management process improvement to align with AMP and data standards.
- Review the work order management process improvements with CPVMD stakeholders. Comments and feedback will be incorporated into the final memorandum.

Task 11 Deliverables

- Work Order Management Work Session (1-hour; virtual)
- Draft Work Order Management Memorandum including Process Swimlane
- Final Work Order Management Memorandum including Process Swimlane

Project Assumptions

- CPVMD will acquire and purchase the EAM system, Atom, for WSP to implement scope of work.
- Where information and data can be reused and updated from previous studies performed for CPVMD, WSP will incorporate into the CPVMD AMP.
 - Central Platte Valley Metropolitan District Reserve Study (revised on August 20,2018)
 - Associated unit and total maintenance costs
- Asset scope will include the assets maintained by CPVMD
- CPVMD will provide existing documentation and information on the assets including but not limited to inventory records, record drawings, design specifications, operation and maintenance manual, and inspection data. If data does not exist or there are gaps, WSP will identify areas to CPVMD, but will not fill in gaps.
- CPVMD will coordinate internal resources and stakeholders needed for meetings, workshops, and review sessions and ensure that key staff are available as scheduled.
- CPVMD will provide timely review of WSP deliverables and will provide a consolidated set of comments for key deliverables within two weeks of receipt.
- CPVMD will be responsive to data requests and provide information and data needed for development of the AMP.
- Meetings, durations, and locations (virtual/in-person) are noted in the scope as appropriate. WSP will work with CPVMD to schedule meetings during combined trips if practical.
- Any additional hours required for the condition and performance assessment in Task 6 in excess of the two days budgeted will require additional budget and approval from CPVMD and are beyond the scope of this agreement.



Proposed Schedule (Assuming February 2024 Start)

Phase 1-Estimated schedule to complete 6-months from notice to proceed.

Phase 2-Estimated schedule to complete 12-months from notice to proceed.

Proposed Budget

A cost summary is provided below, with details included in the CPVMD scoping workbook submittal.

Budget Category	Amount
Phase 1	
Labor and Direct Costs	\$99,840.90
Atom (12-month contract)	\$15,000.00
Phase 2	
Labor and Direct Costs	<i>To be provided</i>
Total	\$114,840.90



Water Damage Work Order



January 10, 2024

UNION GATEWAY BRIDGE

Purchaser: Cliftonlarsenallen Lp	Location: UNION GATEWAY BRIDGE
Address: 8390 E Crescent Pkwy Ste 300 Greenwood Village, CO 80111-2811	Address: 2081 18th St Denver, CO 80206

Purchaser authorizes TK Elevator Corporation (referred to as "TK Elevator" hereafter) to perform the following work on the equipment and at the location described above, in exchange for the sum of **Thirty Six Thousand Eight Hundred Sixty Nine Dollars and Seven Cents (\$36,869.07)** inclusive of all applicable sales and use taxes pursuant to the terms and conditions contained in this Work Order (the "Work Order").

Summary:

Elevator	Description	Repair category
West	Board Only	Operational

For further information, please see a detailed Scope of Work on the pages that follow.

In the event you have any questions regarding the content of this Work Order please contact me at +1.

We appreciate your consideration.

Regards,

Andrew Uram
TK Elevator Corporation
7367 S Revere Pkwy Ste 2A
Centennial CO 80112
andrew.uran@tkelevator.com |+1

Notice:
No permits or inspections by others are included in this work, unless otherwise indicated herein. Delivery and shipping is included. All work is to be performed during regular working days and hours as defined in this Work Order unless otherwise indicated herein.

Water Damage Work Order



Scope of Work

Board Only/Labor:

TK Elevator will provide and install all low voltage side boards that were affected from the recent water intrusion.

Payment Terms

50% of the price set forth in this Work Order will be due and payable as an initial progress payment within 10 days from TK Elevator's receipt of a fully executed copy of this Work Order. This initial progress payment will be applied to any applicable project management, permits, engineering, drawings and material procurement. Material will be ordered once this payment is received and the parties have both executed this Work Order.

The remaining 50% of the price set forth in this Work Order and any fully executed change orders shall be due and payable at the time TK Elevator commences the work described in the Work Order. TK Elevator's receipt of this final payment is a condition precedent to TK Elevator's return of the equipment described in this Work Order to the full operation and use and Purchaser agrees to waive any and all claims to such operation and use until such time as that payment is made in full.

Purchaser agrees that TK Elevator shall have no obligation to complete any steps necessary to provide Purchaser with full use and operation of the affected elevator(s) until such time as TK Elevator has been paid 100% both of the price reflected in this Work Order and for any other work performed by TK Elevator or its subcontractors in furtherance of this Work Order. Purchaser agrees to waive any and all claims to the turnover and/or use of that equipment until such time as those amounts are paid in full. TK Elevator reserves the right to assign payments owed to TK Elevator under this Work Order.

Work order price:		\$36,869.07
Initial progress payment:	(50%)	\$18,434.54
Total due upon completion:	(50%)	\$18,434.54

Please note that due to the inherent nature of water damage TK Elevator may, during the performance of this Work Order, determine that additional work beyond that described in this Work Order may be necessary. In that event TK Elevator will provide Purchaser with a written change order for Purchaser's execution. Once executed by Purchaser the associated change order will be subject to all of the terms and conditions of this Work Order. Change orders requesting TK Elevator to provide stand-by assistance to Purchaser or its contractors will be proposed by TK Elevator on a time and material basis.

This Work Order is for the performance of work which is necessary to return water-damaged equipment to operation. However, water intrusion is known to compromise certain components of an elevator system over a long period of time. As a result, TK Elevator cannot guarantee the future performance of this elevator or many of its components until extensive additional work has been performed to replace those components. TK Elevator offers this Work Order as interim solution only and in an effort to service its customers and to assist them in returning their equipment to operation in a timely manner. Should Purchaser prefer to skip this interim step, and receive a comprehensive proposal that would return the equipment to the same condition it was in prior to the event that caused the water damage, please advise TK Elevator, and TK Elevator will prepare one as quickly as time allows under the circumstances. Should Purchaser accept this Work Order for initial work necessary to return the equipment to operational status, Purchaser expressly agrees that it will not bring a claim of any type or kind in the future alleging that TK Elevator breached this Work Order or that TK Elevator was negligent for any failure to identify any additional work necessary to address the condition of the equipment caused by exposure to water. Purchaser further acknowledges that it will not allege or claim that TK Elevator is responsible for any future third-party claims or lawsuits resulting from the abnormal operation of the equipment that is the subject of this Work Order.

Insurance: Purchaser may be making an insurance claim to cover the work set forth in this Work Order. If so, it is solely Purchaser's responsibility to ensure that its insurance carrier has inspected the damage prior to the start of TK Elevator's work under this Work Order. Moreover, Purchaser's insurance carrier will likely require proof that the work has been completed and may also require an inspection of the parts/components that were replaced. It is solely Purchaser's responsibility to take custody of all parts/components, to store them at a location of Purchaser's choosing at Purchaser's sole expense, and to coordinate any inspections of those parts/components by its insurance carrier. The cost of any attendance by TK Elevator at such an inspection will be in addition to the services outlined above and will be the subject of a change order. Finally, Purchaser acknowledges that payment to TK Elevator for any work covered

Water Damage Work Order



by this Work Order shall not be contingent upon payment to Purchaser by any insurance carrier or any other third party.



Water Damage Work Order

Terms and Conditions

TK Elevator does not assume any responsibility for any part of the vertical transportation equipment other than the specific components that are described in this Work Order and then only to the extent TK Elevator has performed the work described above.

No work, service, examination or liability on the part of TK Elevator is intended, implied or included other than the work specifically described above. It is agreed that TK Elevator does not assume possession or control of any part of the vertical transportation equipment and that such remains Purchaser's exclusively as the owner, lessor, lessee, possessor, or manager thereof.

Unless otherwise stated herein, TK Elevator's performance of this Work Order is expressly contingent upon Purchaser securing permission or priority as required by all applicable governmental agencies and paying for any and all applicable permits or other similar documents.

It is agreed that TK Elevator's personnel shall be given a safe place in which to work. TK Elevator reserves the right to discontinue its work in the location above whenever, in its sole opinion, TK Elevator believes that any aspect of the location is in any way unsafe until such time as Purchaser has demonstrated, at its sole expense, that it has appropriately remedied the unsafe condition to TK Elevator's satisfaction. Unless otherwise agreed, it is understood that the work described above will be performed during regular working days and hours which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled union holidays). If overtime is mutually agreed upon, an additional charge at TK Elevator's usual rates for such work shall be added to the price of this Work Order.

2024-2-1637447 | ACIA-26B9E9G | January 10, 2024

TK Elevator shall not be liable for any loss, damage or delay caused by acts of government, labor, troubles, strikes, lockouts, fire, explosions, theft, riot, civil commotion, war, malicious mischief, acts of God, or any cause beyond its control. TK Elevator Corporation shall automatically receive an extension of time commensurate with any delay regarding the work called for in this Work Order.

Should loss of or damage to TK Elevator's material, tools or work occur at the location that is the subject of this Work Order, Purchaser shall compensate TK Elevator therefor, unless such loss or damage results solely from TK Elevator's own acts or omissions.

If any drawings, illustrations or descriptive matter are furnished with this Work Order, they are approximate and are submitted only to show the general style and arrangement of equipment being offered. Work Order.

Purchaser shall bear all cost(s) for any reinspection of TK Elevator's work due to items outside the scope of this Work Order or for any inspection arising from the work of other trades requiring the assistance of TK Elevator.

Purchaser expressly agrees to waive any and all claims for consequential, special or indirect damages arising out of the performance of this Work Order and specifically releases TK Elevator from any and all such claims.

A service charge of 1.5% per month, or the highest legal rate, whichever is less, shall apply to delinquent accounts. In the event of any default of any of the payment provisions herein, Purchaser agrees to pay, in addition to any defaulted amount, any attorney fees, court costs and all other expenses, fees and costs incurred by TK Elevator in connection with the collection of that defaulted amount.

Purchaser agrees that this Work Order shall be construed and enforced in accordance with the laws of the state where the vertical transportation equipment that is the subject of this Work Order is located and consents to jurisdiction of the courts, both state and Federal, of that as to all matters and disputes arising out of this Work Order. Purchaser further agrees to waive trial by jury for all such matters and disputes.

The rights of TK Elevator under this Work Order shall be cumulative and the failure on the part of the TK Elevator to exercise any rights given hereunder shall not operate to forfeit or waive any of said rights and any extension, indulgence or change by TK Elevator in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this Work Order.

In the event Purchaser's acceptance of the work called for in this Work Order is in the form of a purchase order or other kind of document, the provisions, terms and conditions of this Work Order shall exclusively govern the relationship between TK Elevator and Purchaser with respect to the work described herein.

Water Damage Work Order



Acceptance

This Work Order is submitted for acceptance within 30 days from the date executed by TK Elevator.

Purchaser's acceptance of this Work Order will constitute exclusively and entirely the agreement for the work herein described. All prior representations or agreements regarding this work, whether written or verbal, will be deemed to be merged herein, and no other changes in or additions to this Work Order will be recognized unless made in writing and properly executed by both parties. No agent or employee of TK Elevator shall have the authority to waive or modify any of the terms of this Work Order without the written approval of an authorized TK Elevator manager.

This Work Order specifically contemplates work outside the scope of any other contract currently in effect between the parties; any such contract shall be unaffected by this Work Order.

To indicate acceptance of this work order, please sign and return one (1) original of this agreement to the branch address shown below. Upon receipt of your written authorization and required materials and/or supplies, we shall implement the work called for in this Work Order.

(Purchaser):		TK Elevator Corporation Management Approval	
By: _____		By: _____	
(Signature of Authorized Individual)		(Signature of Branch Representative)	
_____		John Canty	
(Print or Type Name)		Sales Manager	

(Print or Type Title)			
_____		_____	
(Date of Acceptance)		(Date of Execution)	

Please contact _____ to schedule work at the following phone number _____



REPAIR DOWN PAYMENT REQUEST

Date	Terms	Reference ID	Customer Reference # / PO
January 10, 2024	Immediate	ACIA-26B9E9G	
	Total Contract Price:		\$36,869.07
	Down Payment:	(50%)	\$18,434.54

For inquiries regarding your contract or services provided by TK Elevator, please contact your local account manager at +1. To make a payment by phone, please call 678-338-2344 with the reference information provided below.

Current and former service customers can now pay online at:
<https://secure.billtrust.com/tkelevator/ig/one-time-payment>

Thank you for choosing TK Elevator. We appreciate your business.

Please detach the below section and provide along with payment.

Customer Name: Cliftonlarsonnallen Lp
Location Name: UNION GATEWAY BRIDGE
Customer Number: 8036374
Quote Number: 2024-2-1637447

Reference ID: ACIA-26B9E9G

Remittance Amount: \$18,434.54

Remit To:
TK Elevator
PO Box 3796
Carol Stream, IL
60132-3796

For overnight checks,
please send to:

Deluxe
TK Elevator 3796
5450 N. Cumberland Ave.
Chicago, IL 60656



Repair Completion Notice to be signed at job completion

Date: _____
Repair Job #: _____

Building Name: UNION GATEWAY BRIDGE
Street Address: 2081 18th St
City State, Zip: Denver, CO 80206

Dear ,

Thank you for allowing us the opportunity to perform the repair job listed above. We have completed the work as outlined in job # _____ and the unit is now up and running. You will receive a final bill for this work shortly.

We hope your experience was exceptional and look forward to serving you in the future. If you have any questions about the repair work or your service agreement, please check one of the boxes under "Follow-Up Request" and the appropriate person will contact you soon.

Customer Representative

Customer Name:

Print or Type Name

Customer
Signature:

Signature of Authorized Individual

Title:

Print or Type Title

Date:

Date of acceptance

Customer Email:

Customer Email

TK Elevator Representative

Name:

Andrew Uram

Print or Type Name

Signature:

Signature of Authorized Individual

Title:

Sr Account Manager

Print or Type Title

Date:

Follow Up Request

If you would like a manager or department representative to contact you, please check one of the following:

Sales Department

Service Department

Branch Manager

Repair Department

Phone Number

Comments:



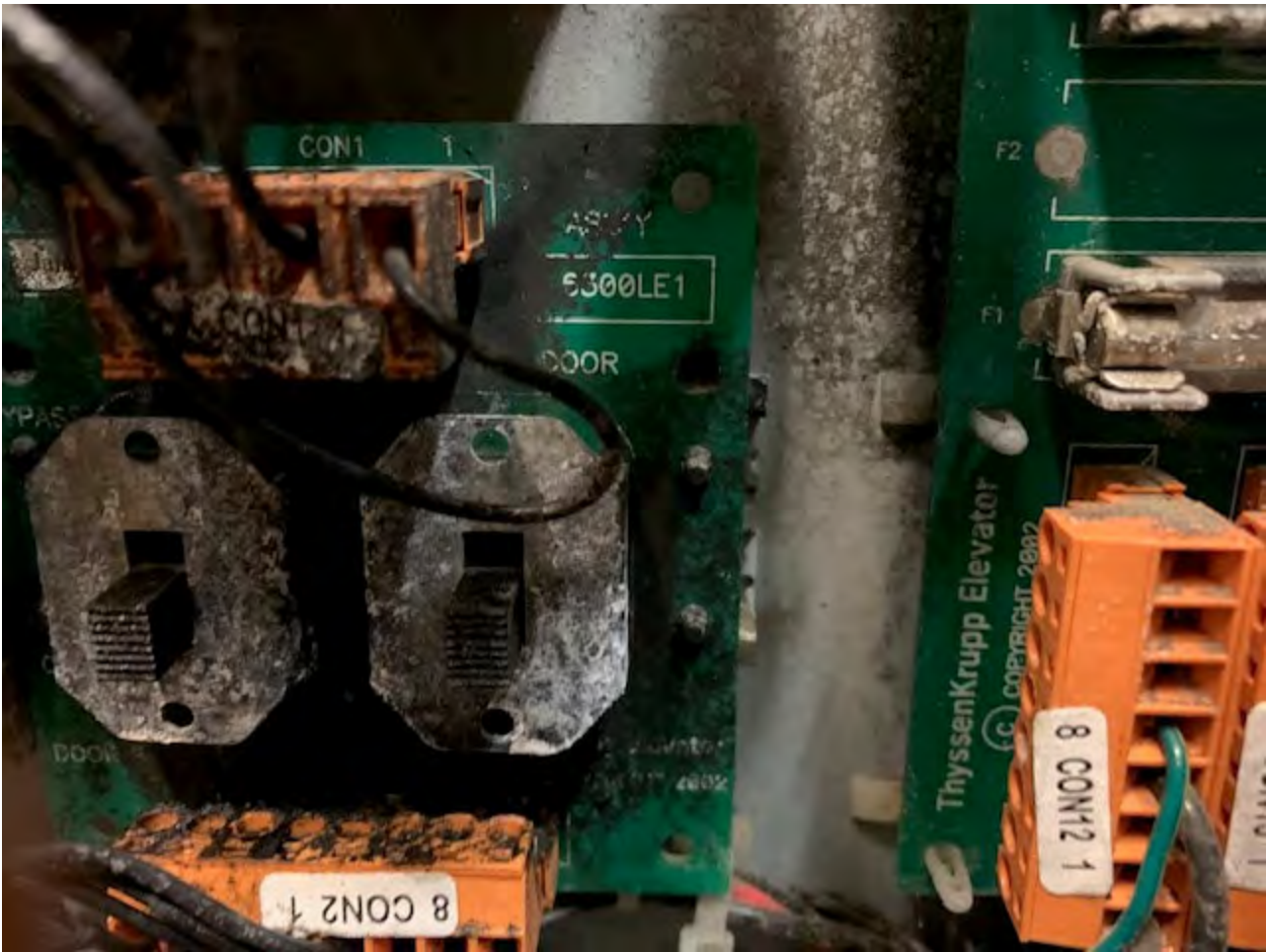














Regards,

Andrew Uram

Account Manager | Denver, CO

Cell +1 720-481-9737 | Service Dispatch +1 303 790-8566, Andrew.Uram@tkelevator.com

TK Elevator Corporation | 7367 S. Revere Pkwy Unit 2A | Centennial CO | USA | www.tkelevator.com/us

[Facebook](#) | [Instagram](#) | [LinkedIn](#) | [Twitter](#) | [YouTube](#)

[Request Service from TK Elevator | US](#)

Safety for life – own, care, be brave

CONFIDENTIALITY NOTICE: This e-mail message is confidential and is intended only for the person(s) named above. Its contents may also be protected by attorney-client or work product privilege, and all rights to privileged information are expressly claimed and not waived. If you have received this message in error, please notify the sender immediately and delete/remove it from your computer system. Any reading, distribution, printing or disclosure of this message is strictly prohibited if you are not the intended recipient of this message. Thank you.

[MAX - Predictive maintenance from thyssenkrupp Elevator - YouTube](#)

****NEW EMAIL NOTICE – For all TCO/INSPECTION RELATED ITEMS please send a copy of your inspection report and/or violation notification to denverinspections@tkelevator.com to be reviewed and scheduled****

DENVER COMMERCIAL PROPERTY SERVICES

YOUR TRUSTED EXPERTS FOR LANDSCAPE MAINTENANCE



- **Overview**
- **Our Proven Approach**
- **Our Team**



OUR INDEPENDENTLY OPERATED DIVISIONS

Denver Commercial Property Services has leveraged unparalleled customer service to become the largest, privately owned provider of services to commercial property owners and managers across Colorado.

ASPHALT & CONCRETE

Repairs
Maintenance
Installation

PAINT & CONSTRUCTION

Stucco & Stone
Siding
Painting & Drywall

SNOW REMOVAL

Snow Management
Ice Abatement
Risk Assessment

WATERPROOFING

Traffic Coatings
Specialty Coatings
Sealants & Restoration

LANDSCAPING

Maintenance
Plant Health Care
Irrigation

COMMERCIAL CLEANING

Commercial Cleaning
Carpet & Floor Care
LEED/Green Cleaning

ROOFING

Low Slope
Steep Slope
Service

SWEEPING

Parking Lot Sweeping
Seasonal Debris Cleanup
Preventative Maintenance





WHY US?

WE USE OUR DECADES OF HORTICULTURAL EXPERTISE TO PROVIDE A DETAILED AND DISTINCTIVE SERVICE FOR EACH CUSTOMER



SUPERIOR QUALITY

Our management team provides leading edge landscape maintenance, installation, irrigation, turf and plant health, as well as tree care services.



UNPARALLELED TECHNICAL EXPERTISE

Our team consists of extensively trained professionals who provide a wealth of technical knowledge relevant to Colorado's front range ecosystem.



PROACTIVE ACCOUNT MANAGEMENT

Our account managers are on-site weekly, providing clients with photo reports, technical insight and recommendations for improving their property's long-term aesthetics and health.



LOCAL OWNERSHIP ACTIVE IN DAY-TO-DAY OPERATIONS

Unfortunately, publicly traded competitors won't return calls and paying for your landscaper's public stock listing doesn't help keep your grass green.



PURCHASING SYNERGIES

For clients doing business with other DCPS divisions, we offer bundled pricing and the ability to consolidate vendors.

Proudly Serving Commercial Properties Across Colorado



INDUSTRY LEADING EXPERIENCE IN ANY GIVEN SERVICE LINE

Landscape Maintenance, Enhancement, and Irrigation experience.



LOCALLY OWNED

Owners actively leading day-to-day operations.



IN HOUSE SERVICES

Staff and equipment at hand allows us to react quickly to client needs.



GREAT PLACE TO WORK

We received the "Great Place to Work" award three years in a row.



CUSTOMIZED SITE-SPECIFIC STRATEGY

Advanced solutions based on our extensive experience.



OWNED EQUIPMENT

We own all of our equipment and makes upgrades to equipment with the newest technology.



SINGLE POINT OF CONTACT

Dedicated account manager to handle all your needs.

Our Loyal Clients



OUR APPROACH

Landscape Enhancements

Enhancement can instantly add value to your property. Whether its plant replacement, a beautiful seasonal flower display, or a complete re-design and install, our landscape professionals have the ability to take our vision from concept to completion.

ENHANCEMENT SERVICES

- Concept and design
- Renovation
- Installation
- Seasonal color display

Landscape Maintenance

Landscape maintenance services are custom designed to meet the needs of your property to maintain a constant maintained appearance.

MAINTENANCE SERVICES

- Weekly Property maintenance including mowing, weeding, and trash pickup
- Spring and Fall cleanups
- Pruning
- Turf Aeration
- Turf Health Care



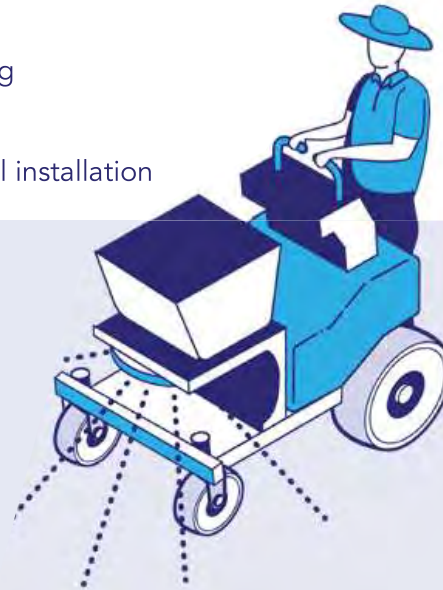


Landscape Construction

Our landscape construction experts have a range of capabilities to ensure unique and personal designs are implemented for each property.

LANDSCAPE CONSTRUCTION SERVICES

- Tree and shrub planting
- Retaining walls
- Drainage
- Rooftop landscapes
- Turf installation
- Hardscape design and installation
- Grading
- Site furnishing
- Pavers
- Plant material installation



Landscape Irrigation

Our Irrigations specialist can design, install, and maintain any irrigation system meeting a variety of different property needs.

IRRIGATION SERVICES

- Design and Installation
- Smart system and reclaimed water
- Renovation and repair
- Open and close
- Seasonal inspection service
- Backflow inspection, wrapping, and or storage

Caring for our environment, one plant at a time

Sustainability is a huge focus at the DCPS landscaping division. We go the extra mile to ensure that not only your property will thrive, but our environment will thrive as well.



Promoting the "Right Plant in the Right Place" Strategy.



Reducing fungicide or insecticides by improving the balance of beneficial soil organisms.



Insect control strategies focusing on pollinators & beneficial insects.



Soil & trunk injection techniques.



Eliminating poor watering, fertilization, & cultural practices.



Recycling 100% bush & log debris.

Together these efforts allow our properties to use less water, fewer pesticides, and get more enjoyment out of their landscape; affordably.

Industry leading personnel, Licensed & Certified Experts

**THE PEOPLE WE HAVE ARE THE
BEST IN CLASS!**

Your plant and tree projects will benefit from industry leading experience. All of our services are performed in house, so you can count on having the best in the business servicing your property.



Date: 11/30/2023

Customer Address:

Brandon Fries
East West Urban Management
1610 Little Raven Street
Suite 125
Denver, CO 80202

Site Address:

Central Platte Valley Metro District
Central Platte Valley Metro District
Denver, CO 80202

Landscape Maintenance 2024

THIS AGREEMENT is made this November 30, 2023, by and between East West Urban Management, whose principal place of business is located at 1610 Little Raven Street, Denver, CO 80202 and Denver Commercial Property Services, Inc., a Commerce City, CO business.

Brandon Fries ("The Client"), desires to have landscape maintenance services performed at Central Platte Valley Metro District, Denver CO, 80202 to be provided by Denver Commercial Property Services, Inc. (The "Contractor").

TERM OF AGREEMENT: The term of this Agreement shall commence on April 1, 2024 and shall continue until November 30, 2024 unless sooner terminated by either party with 30 day written notice.

Maintenance

Weekly Maintenance

Bed maintenance will be performed weekly throughout the growing season with attention to hand weeding and plant care. Non-selective herbicide will be applied to any weeds under 6" and weeds over 6" will be removed by hand.

Pruning

All shrubs material shall be pruned (2) two times per season. Pruning, thinning, and/or trimming of shrubs, perennials, and ornamental trees (15' or less), and training and trimming of vines shall be completed at appropriate times according to proper horticultural techniques to promote healthy growth. Winter preparation pruning shall be completed.

Spring Clean up

Between the end of March and the beginning of April a general cleaning of the entire property from winter debris including the edging of all shrub beds. Any remaining grasses will be cut back at this time. At the time of spring cleanup all shrub beds will be treated with a pre-emergent herbicide for suppression of weeds.

Fall Clean up

Beginning in late October, leaf cleanup of the shrub beds, etc., will be performed in preparation for the winter season. This clean-up will be performed (2) two times throughout the fall leaf season to ensure all leaves are removed from your property prior to winter.

Irrigation

Irrigation System Activation

Irrigation system will be activated in the spring, and all heads will be checked and adjusted for proper operation. Any repairs that are found to be needed will be billed at Time & Material rates identified below. Client agrees to preauthorization of up to \$700.00 for repairs needed.

Irrigation System Monitoring

During the season the system will be checked (13) thirteen times to ensure proper watering based on current weather conditions. Any repairs that are found to be needed will be billed at Time & Material rates identified on the hourly rates page. Client agrees to preauthorization of up to \$700.00 for repairs needed.

Irrigation System Winterization

In late fall the system will be properly winterized. This includes shutting off the water to the back flow and blowing water from the lines to prevent freezing.

Turf Health Care

Bed Pre Emergent

The total amount of the base contract is:

\$25,767.57

A schedule of equal payments is provided as a budgeting convenience and does not reflect true time and materials involved in maintaining the landscape contract. Early cancellation may result in a balance due through the date of cancellation over and above the monthly installments paid to date.

Late Payments

- Payments which have not been made by thirty (30) days past the due date will be assessed a late payment penalty of 2% per month (24% per annum).
- Once an account reaches forty-five (45) days past due, DCPS reserves the right to give notice to the Client for services being suspended. Services may remain in suspension until DCPS is satisfied with the status of the account/

Payment Schedule

Schedule	Price	Sales Tax	Total Price
April	\$3,220.95	\$0.00	\$3,220.95
May	\$3,220.95	\$0.00	\$3,220.95
June	\$3,220.95	\$0.00	\$3,220.95
July	\$3,220.94	\$0.00	\$3,220.94
August	\$3,220.94	\$0.00	\$3,220.94
September	\$3,220.95	\$0.00	\$3,220.95
October	\$3,220.94	\$0.00	\$3,220.94
November	\$3,220.95	\$0.00	\$3,220.95

Terms & Conditions

1. This agreement is for a period of one (1) year beginning and ending on the date signed and dated below, his contract shall renew itself automatically if notice is not given by either party 30 days prior to the ending date.
2. In consideration of the above mentioned, the Client agrees to pay the Contractor the monthly sum of the contract (as indicated above in this contract) due on signing and subsequent payments due on the 1st of each month thereafter. Any extra charges will be due in full upon receipt of invoice.
3. Services performed which are not specifically described above will be considered 'Additional Services'. Additional services will be billed separately and will be due upon receipt. The performance of and the payment for Additional Services are subject to all the terms and conditions of this Agreement.
4. The Contractor will furnish all materials, labor, and equipment necessary to perform the services specified above.
5. Either party may terminate this agreement, without cause, by giving the other at least 30 days written notice. The Client agrees to pay all monies due to the Contractor for work completed prior to cancellation of the contract.
6. The Contractor shall stop work if amounts due to the Contractor are not paid by the 15th of each month. Contractor shall charge interest on all outstanding money at a rate of 1 ½ % per month and calculated daily.
7. The Contractor is an independent contractor and the Client assumes no liability for injury to the Contractor or the Contractor's employees, unless such injury is caused by the Client, the Client's agents, or employees. The Contractor is not liable for any damage of any kind whatsoever that is not caused by the Contractor or its employees. The Contractor shall not be responsible for any damages other than direct damages.

Acceptance - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment is due Net 30 days of receipt of invoice. I have read the Terms and Conditions and understand them.

 Authorized Signature

 Date

SERVING PROPERTIES. FACILITATING SUCCESS.



ED WATSON

DIVISION MANAGER

e. ed.watson@denvercps.com

p. 475-279 -8003



GREG KAMPRATH

SENIOR ACCOUNT MANAGER

e. greg.kamprath@denvercps.com

p. 973-713-1541



RILEY BAALHORN

ENHANCEMENTS MANAGER

e. riley.baalhorn@denvercps.com

p. 719-649-7956



DANEL CIOLEK

ACCOUNT MANAGER

e. daniel.ciolek@denvercps.com

p. 719-649-7956



FAUSTO TORRES

IRRIGATION MANAGER

e. fausto.torres@denvercps.com

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ACCOUNT MANAGER

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MICILYNN GRAY

BUSINESS ADMIN MANAGER

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LETICIA PEREZ

ADMINISTRATIVE MANAGEMENT

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p. 720-647-7294



LANDSCAPING



DENVER COMMERCIAL PROPERTY SERVICES

PROTECTING & CULTIVATING YOUR LIVING ASSETS

PREPARED FOR:

Brandon Fries

PREPARED BY:

Greg Kamprath

PREPARED BY:

April May

PROJECT:

Central Platte Valley Metro District
Summer Flower Installation and Maintenance 2024



LANDSCAPING

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**Summer Flower Install and Maintenance 2024 -
Central Platte Valley Metro District**

SUMMER FLOWER MAINTENANCE AND INSTALL

- LOW BOWL CONTAINERS - East of CML AND MAINTENANCE FOR LOW BOWLS
- MEDIAN CONTAINERS - EAST OF WHOLE FOODS AND MAINTENANCE FOR MEDIAN CONTAINERS
- SCULPTURE POTS AND MAINTENANCE FOR SCULPTURE POTS
- DAVITA PLANTERS AND MAINTENANCE FOR DAVITA PLANTERS
- MILLENNIUM BRIDGE PLANTERS AND MAINTENANCE FOR MILLENNIUM BRIDGE PLANTERS

This proposal covers the labor and materials necessary to install annual summer flowers into the containers and planters listed

below. It also covers the maintenance and hand watering for these areas as well.

2024 Flower Maintenance

Flower Maintenance

Flower Maintenance : \$14,077.60

2024 Summer Flower Install

Summer Flowers

Summer Flowers: \$28,472.40

PROJECT TOTAL: \$42,550.00

Payment Schedule

Schedule	Price	Total Price
June	\$8,510.00	\$8,510.00
July	\$8,510.00	\$8,510.00
August	\$8,510.00	\$8,510.00
September	\$8,510.00	\$8,510.00
October	\$8,510.00	\$8,510.00
	\$42,550.00	\$42,550.00

Terms & Conditions

By _____

Greg Kamprath

Date 1/10/2024

Denver Commercial Property Services, Inc.

By _____

Date _____

Central Platte Valley Metro District

SERVING PROPERTIES. FACILITATING SUCCESS.



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RILEY BAALHORN
ENHANCEMENTS MANAGER
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Property and Liability Coverage Interim Invoice

District: Central Platte Valley Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker: Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.	Entity ID	Invoice No.	Policy Effective Date	Policy Expiration Date	Invoice Date
24PL-60824-2506	60824	26851	1/1/2024	12/31/2024	1/29/2024

Change Details

Effective Date	Change Type	Description
1/1/2024	Add	Add Location Schedule: Millennium Bridge Elevators (2) & Cab, Glass Enclosure
1/1/2024	Add	Add Location Schedule: Union Gateway Bridge - Pedestrian Bridge
1/1/2024	Add	Add Location Schedule: Union Gateway Bridge Elevators
1/1/2024	Add	Add Location Schedule: 1 Clock and Backflow Preventer
1/1/2024	Add	Add Location Schedule: 2 Controllers and 2 Backflows
1/1/2024	Add	Add Location Schedule: 1 Controller and 1 Backflow
1/1/2024	Add	Add Location Schedule: 2 Controllers and 2 Backflows
1/1/2024	Delete	Delete 1 Clock & Backflow Preventer
1/1/2024	Delete	Delete 1 Clock & Backflow Preventer
1/1/2024	Delete	Delete 2 Clock and Backflow Preventers
1/1/2024	Delete	Delete Location Schedule: Bridge
1/1/2024	Update	Update value of Granite Sidewalks
1/1/2024	Update	Update description & value of Mall and Millennium Bridge
1/1/2024	Update	Update value of Piping & Heads for Irrigation System - 257'
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 1500'
1/1/2024	Update	Update description of Clock & Backflow Preventer
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 525'
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 1260'
1/1/2024	Update	Correct address for 30 4' Benches
1/1/2024	Update	Update address for 30 Pedestrian Lights, Double Luminaries

Contribution Changes

Equipment Breakdown	(\$ 262.00)
Property	\$4,641.00

Balance Due: \$4,379.00

The total contribution includes a 10% Commission, which calculates to \$437.90, paid to the broker reflected above.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

Wire transfer available upon request.
Billing questions:
billing@csdpool.org
800-318-8870 ext. 3

The total contribution includes a 10% Commission, which calculates to \$437.90, paid to the broker reflected above.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

Wire transfer available upon request.
Billing questions:
billing@csdpool.org
800-318-8870 ext. 3



Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
5400 Meadows Road, Suite 240
Lake Oswego, OR 97035

To ensure your payment is accurately applied, always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with these instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61st day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

ENDORSEMENT

Named Member Central Platte Valley Metropolitan District	Endorsement CSD Pool – 26851
Coverage Number 24PL-60824-2506	Issue Date 1/29/2024
Issued By Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage as follows:

Effective Date	Change Type	Description
1/1/2024	Add	Add Location Schedule: Millennium Bridge Elevators (2) & Cab, Glass Enclosure
1/1/2024	Add	Add Location Schedule: Union Gateway Bridge - Pedestrian Bridge
1/1/2024	Add	Add Location Schedule: Union Gateway Bridge Elevators
1/1/2024	Add	Add Location Schedule: 1 Clock and Backflow Preventer
1/1/2024	Add	Add Location Schedule: 2 Controllers and 2 Backflows
1/1/2024	Add	Add Location Schedule: 1 Controller and 1 Backflow
1/1/2024	Add	Add Location Schedule: 2 Controllers and 2 Backflows
1/1/2024	Delete	Delete 1 Clock & Backflow Preventer
1/1/2024	Delete	Delete 1 Clock & Backflow Preventer
1/1/2024	Delete	Delete 2 Clock and Backflow Preventers
1/1/2024	Delete	Delete Location Schedule: Bridge
1/1/2024	Update	Update value of Granite Sidewalks
1/1/2024	Update	Update description & value of Mall and Millennium Bridge

ALL OTHER TERMS AND CONDITIONS OF THE COVERAGE DOCUMENTS REMAINED UNCHANGED.

1/1/2024	Update	Update value of Piping & Heads for Irrigation System - 257'
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 1500'
1/1/2024	Update	Update description of Clock & Backflow Preventer
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 525'
1/1/2024	Update	Update value for Piping & Heads for Irrigation System - 1260'
1/1/2024	Update	Correct address for 30 4' Benches
1/1/2024	Update	Update address for 30 Pedestrian Lights, Double Luminaries

ALL OTHER TERMS AND CONDITIONS OF THE COVERAGE DOCUMENTS REMAINED UNCHANGED.

December 16, 2023

Board of Directors
Central Platte Valley Metropolitan District
c/o CliftonLarsonAllen LLP
8390 E Crescent Parkway, Suite 300
Greenwood Village, CO 80111

We are pleased to confirm our understanding of the services we are to provide Central Platte Valley Metropolitan District for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of Central Platte Valley Metropolitan District as of and for the year ended December 31, 2023. Accounting standards generally accepted in the United States of America (“GAAP”) provide for certain required supplementary information (“RSI”), such as management’s discussion and analysis (“MD&A”), to supplement Central Platte Valley Metropolitan District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Central Platte Valley Metropolitan District’s RSI in accordance with GAAS. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance.

The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited: MD&A, as prepared by management, if applicable. We will apply certain limited procedures, which will consist principally of inquiries of management regarding methods of measurement and presentation, to management's discussion and analysis. However, we will not audit the MD&A and will express no opinion on it.

If applicable, we have also been engaged to report on supplementary information other than RSI that accompanies Central Platte Valley Metropolitan District’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor’s report on the financial statements.

If applicable, in connection with our audit of the basic financial statements, we will read the other information accompanying the financial statements and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated, if, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

We may, from time to time and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Central Platte Valley Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Other Services

If applicable, we will also prepare the financial statements of Central Platte Valley Metropolitan District in conformity with accounting principles generally accepted in the United States of America based on information provided by you.

We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement preparation services, if applicable, and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for the financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Simmons & Wheeler, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to grantor or cognizant agencies or a federal agency providing direct or indirect funding. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Simmons & Wheeler, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to other firms of Certified Public Accountants for our firm's required participation in the American Institute of Certified Public Accountants 'Peer Review' process. If requested, access to such audit documentation will be provided under the supervision of Simmons & Wheeler, PC personnel.

Diane Wheeler will be the engagement partner and will be responsible for supervising the engagement and signing the report or authorizing another individual to sign it. We expect to begin our audit on a date mutually agreed to by your accountants and our firm, and to issue our reports no later than July 31, 2024, or September 30, 2024, if the District requests an extension of time from the state auditor.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$7500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of Central Platte Valley Metropolitan District's financial statements. Our report will be addressed to those charged with governance of Central Platte Valley Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to Central Platte Valley Metropolitan District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below, and return this letter to us.

Very truly yours,

Simmons & Wheeler P.C.

Simmons & Wheeler, P.C.

RESPONSE

This letter correctly sets forth the understanding of Central Platte Valley Metropolitan District:

By _____

Title _____

Date _____