

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 SPECIAL MEETING AND AGENDA

DATE: Wednesday, February 15, 2023

TIME: 9:00 a.m.

LOCATION: DaVita, Inc.
2000 16th Street
Denver CO, 80202

You can also attend the meetings in any of the following ways:

- 1. To attend via WebEx Videoconference, use the link below:

<https://village.webex.com/meet/michael.geiger>

ACCESS:

- 2. To attend via telephone, dial 1-415-655-0001 and enter the following additional information:

Passcode: 801164611#

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Amy Cara	President	May 2023
Derrick Walker	Secretary/Treasurer	May 2025
Lindsay Belluomo	Assistant Secretary	May 2023
Michael Geiger	Assistant Secretary	May 2023
Jason Dorfman	Assistant Secretary	May 2023

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 December 15, 2022 Special Meeting and the January 3, 2023 Regular Meeting (enclosed).
- B. Accept December 31, 2022 Unaudited Financial Statements Cash Position Report (enclosed).
- C. Approve current Claims (enclosed).
- D. Accept information items.
- E. Other.

III. FINANCIAL ITEMS

- A. Conduct public hearing to consider amendment of the 2022 Budget and consider adoption of Resolution to Amend the 2022 Budget (enclosed).
- B. Discuss CD maturation.
- C. Other.

IV. PROJECT UPDATES

- A. Update on holiday lighting goals and outcomes.
- B. Update on Genesis phase one tree planting.
- C. Review and consider approval of Union Gateway Bridge Door Clutch Repairs from TK Elevator Corporation in the amount of \$11,395.38 (enclosed).
 - 1. Other elevator updates and timing.
- D. Discuss Millennium Bridge painting and recoating, authorize a committee and review Millennium Bridge painting and recoating scope of work from Reconstruction Experts (enclosed).
- E. Other.

V. MANAGER ITEMS

- A. Esri License approval in an amount of \$700.
- B. Other.

VI. DIRECTOR ITEMS

- A. Other.

VII. ATTORNEY ITEMS

A. Other.

VIII. OTHER BUSINESS

A. Other.

IX. ADJOURNMENT

The next regular meeting is scheduled for Tuesday, March 7, 2023 at 9:00 a.m. at DaVita, Inc. (2000 16th Street, Denver, CO 80202) and via WebEx.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (THE
“DISTRICT”)
HELD
DECEMBER 15, 2022

A special meeting of the Board of Directors of the Central Platte Valley Metropolitan District (referred to hereafter as the “Board”) was convened on Thursday, December 15, 2022, at 8:00 a.m. via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Amy Cara, President
Lindsay Belluomo, Assistant Secretary
Jason Dorfman, Assistant Secretary

Secretary/Treasurer Derrick Walker and Assistant Secretary Michael Geiger were absent and excused.

Also, In Attendance Were:

Anna Jones, Shauna D’Amato, Deb Sedgeley and Yelena Primachenko;
CliftonLarsonAllen LLP
Dianne Miller, Esq., Rhonda Bilek and Sonja Steele; Miller & Associates Law
Offices, P.C.
Brandon Fries; East West Urban Management
Andrew Uram; TK Elevator Corporation

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Director Cara called the meeting to order at 8:01 a.m. Following review, upon a motion duly made by Director Belluomo, seconded by Director Dorfman and, upon vote, unanimously carried, the Board approved the agenda, as presented.

Disclosures of Potential Conflicts of Interest: Ms. 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 only 24 hours prior to the meeting due to the emergency meeting. All approvals will need to be ratified at the next District 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.

Director Cara disclosed that she is an owner of property located in the District

RECORD OF PROCEEDINGS

and that she is employed by East West Partners, a developer within the District (affiliate of Union Center, LLC, and hired by Chestnut Denver, LLC under a development management agreement for the 16 Chestnut Building). She also disclosed that she is on the boards of the Denver Union Station Metropolitan Districts 1-3 and Central Platte Valley Metropolitan District. She also disclosed that she is a member of the Riverfront Park Community Foundation, and treasurer of the Railyard Dogs. This disclosure is associated with the approval of items on the agenda that may affect her interests.

Director Belluomo disclosed her interests as an owner of property located in the District. She also disclosed she is on the Board of the Central Platte Valley Metropolitan District. She also disclosure her employment as Property Manager at 1601 Wewatta (a building within the District), which is owned by Morgan Stanley. This disclosure is associated with the approval of items on the agenda that may affect her interests.

Director Dorfman disclosed his interests as an owner of property located in the District. He also disclosed he is executive manager for MH Blue Union Station, LLC, SBA Indigo Hotel. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Written disclosures of the interests of all directors were filed with the Secretary of State and the District prior to 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. Directors Walker and Geiger were absent and excused.

Public comment: None.

FINANCIAL ITEMS

Millennium Bridge and Union Gateway Bridge elevator repair and associated costs: Mr. Uram presented information to the Board regarding the elevator floors and reviewed the proposals for repairs and associated costs. Discussion ensued. It was noted that the repair work will begin in April and will be staggered between both elevators. Mr. Uram stated he would look into coordinating two work crews at once to expedite the process. Mr. Fries noted he would coordinate with a contractor for elevator inspections. Following review and discussion, upon a motion duly made by Director Dorfman, seconded by Director Belluomo and, upon vote, unanimously carried, the Board approved the Millennium Bridge and Union Gateway Bridge elevator repair proposals from TK Elevator Corporation, as presented.

Other: None.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Dorfman, seconded by Director Belluomo and, upon vote, unanimously carried, the Board adjourned meeting at 8:36 a.m.

Respectfully submitted,

Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE
CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (THE
“DISTRICT”)
HELD
JANUARY 3, 2023

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 3, 2023, at 9:00 a.m. at 2000 16th Street, Denver, CO 80202 and via Zoom. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Amy Cara, President
Derrick Walker, Secretary/Treasurer
Lindsay Belluomo, Assistant Secretary
Michael Geiger, Assistant Secretary
Jason Dorfman, Assistant Secretary

Also, In Attendance Were:

Anna Jones, Shauna D’Amato and Yelena Primachenko; CliftonLarsonAllen LLP
Dianne Miller, Esq., Rhonda Bilek and Sonja Steele; Miller & Associates Law Offices, P.C.
Cole Kralik; Allied Universal
Brandon Fries; East West Urban Management
Sabina Valencia; Downtown Denver Partnership
Linda Appel Lipsius; Denver Urban Gardens
Todd Wenskoski; Livable Cities Studio
Andrew Uram; TK Elevator Corporation

ADMINISTRATIVE MATTERS

Call to Order and Agenda: Director Cara called the meeting to order at 10:05 a.m. Following review, upon a motion duly made by Director Geiger, seconded by Director Walker and, upon vote, unanimously carried, the Board approved the agenda, as amended to move the elevator discussion to the beginning of the agenda.

Mr. Uram reviewed the repair proposals and timeline for the Bridge elevators, noting that TK Elevator Corporation can repair both elevators at the same time if additional material is ordered, or they can conduct the repairs one week at a time for each elevator. He stated that the repairs will be completed by March or April if both elevators are repaired simultaneously. He noted he will prepare a quote for additional materials and estimates a cost of no more than an additional \$5,000. Following discussion, upon a motion duly made by Director Dorfman,

RECORD OF PROCEEDINGS

seconded by Director Geiger and, upon vote, unanimously carried, the Board approved the additional cost of elevator repairs in an amount not to exceed \$5,000.

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.

Director Cara disclosed that she is an owner of property located in the District and that she is employed by East West Partners, a developer within the District (affiliate of Union Center, LLC, and hired by Chestnut Denver, LLC under a development management agreement for the 16 Chestnut Building). She also disclosed that she is on the boards of the Denver Union Station Metropolitan Districts 1-3 and Central Platte Valley Metropolitan District. She also disclosed that she is a member of the Riverfront Park Community Foundation, and treasurer of the Railyard Dogs. This disclosure is associated with the approval of items on the agenda that may affect her interests.

Director Walker disclosed his interests as an owner of property located in the District. He also disclosed that he is an owner of Infield, which has an equity interest in the operating company that owns and manages 1801 Wewatta Street, Denver, Colorado, 80202. He also disclosed that he is on the board of the Central Platte Valley Metropolitan District. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Director Belluomo disclosed her interests as an owner of property located in the District. She also disclosed she is on the Board of the Central Platte Valley Metropolitan District. She also disclosure her employment as Property Manager at 1601 Wewatta (a building within the District), which is owned by Morgan Stanley. This disclosure is associated with the approval of items on the agenda that may affect her interests.

Director Geiger disclosed his interests as an owner of property located in the District. He also disclosed he is Vice President of DaVita Inc. He also disclosed that he is on the board of the Central Platte Valley Metropolitan District. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Director Dorfman disclosed his interests as an owner of property located in the District. He also disclosed he is executive manager for MH Blue Union Station,

RECORD OF PROCEEDINGS

LLC, SBA Indigo Hotel. This disclosure is associated with the approval of items on the agenda that may affect his interests.

Written disclosures of the interests of all directors were filed with the Secretary of State and the District prior to 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.

Public comment: None.

CONSENT AGENDA

Minutes of the December 6, 2022 Regular Meeting:

November 30, 2022 Cash Position Report:

Current Claims:

Information items:

Maintenance Agreements/Work Orders with TK Elevator Corporation for the Millennium Bridge and Union Gateway Bridge:

Other:

Following review, upon a motion duly made by Director Walker, seconded by Director Belluomo and, upon vote, unanimously carried, the Board approved, accepted and/or ratified the Consent Agenda items.

FINANCIAL ITEMS

Other: None.

ENGINEER'S REPORT – A.J. ZABBIA

Holiday Lighting Goals and Outcomes: The Board discussed holiday lighting goals and pursuit. It was noted that Mr. Fries and Ms. D'Amato will coordinate to determine next steps for this project.

Bridge Painting and Door Clutch Repairs: Mr. Fries provided an update to the Board, noting that he is working on obtaining quotes and scopes of work for bridge painting and door clutch repairs. He stated that he should have proposals for the Board to review by the February meeting.

Other: None.

MANAGER ITEMS

Elevator Update:

RECORD OF PROCEEDINGS

Schedule/Timing/Cost of Repairs: This item was previously discussed.

Proposal from One Above: Mr. Fries reviewed the proposal with the Board. Following review, upon a motion duly made by Director Geiger, seconded by Director Belluomo and, upon vote, unanimously carried, the Board approved the proposal from One Above, as presented.

Inspection Schedule: This item was previously discussed.

CliftonLarsonAllen LLP Statements of Work for 2023 and Associated Addendum: The Board discussed the CliftonLarsonAllen LLP Statements of Work and associated addendum for 2023. Following discussion, upon a motion duly made by Director Geiger, seconded by Director Walker and, upon vote, unanimously carried, the Board appointed Directors Geiger and Walker to a subcommittee to review the Statements of Work and addendum once they become available.

Other: None.

DIRECTOR ITEMS

Deb Sedgeley Farewell: The Board reviewed and acknowledged Deb Sedgeley's farewell note. No action was taken.

Other: None.

ATTORNEY ITEMS

Other: None.

OTHER BUSINESS

Other: The Board discussed the February meeting date and noted that it will be moved to February 15, 2023 at 9:00 a.m. in person and via WebEx.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Walker, seconded by Director Geiger and, upon vote, unanimously carried, the Board adjourned meeting at 10:26 a.m.

Respectfully submitted,

Secretary for the Meeting

CENTRAL PLATTE VALLEY METRO DISTRICT
FINANCIAL STATEMENTS
DECEMBER 31, 2022

**CENTRAL PLATTE VALLEY METRO DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

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	General	Debt Service	Capital Projects	Total
ASSETS				
USBank checking	\$ 15,598	\$ -	\$ -	\$ 15,598
C - Safe	2,829,481	14,884	1,745,129	4,589,494
Colotrust - Prime	24,022	-	-	24,022
Colotrust - Plus	-	-	370,396	370,396
Certificates of Deposit	-	-	1,058,911	1,058,911
Trustee investments	-	2,242,611	-	2,242,611
Accrued interest receivable	-	-	3,096	3,096
Receivable from County Treasurer	26,819	-	-	26,819
Property tax receivable	919,994	1,933,893	-	2,853,887
Prepaid expense	450	-	-	450
TOTAL ASSETS	\$ 3,816,364	\$ 4,191,388	\$ 3,177,532	\$ 11,185,284
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 29,352	\$ -	\$ 786	\$ 30,138
Due to CPV Coord M.D.	250,550	-	-	250,550
Due to County Treasurer	185,911	278,867	-	464,778
TOTAL LIABILITIES	465,813	278,867	786	745,466
 DEFERRED INFLOWS OF RESOURCES				
Deferred property tax	919,994	1,933,893	-	2,853,887
TOTAL DEFERRED INFLOWS OF RESOURCES	919,994	1,933,893	-	2,853,887
 FUND BALANCES				
Fund balances	2,430,557	1,978,628	3,176,746	7,585,931
TOTAL LIABILITIES AND FUND BALANCES	\$ 3,816,364	\$ 4,191,388	\$ 3,177,532	\$ 11,185,284

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
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

13

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 2,600	\$ 54,207	\$ 51,607
Other revenue	-	1,606	1,606
Property taxes	818,923	811,111	(7,812)
Specific ownership tax	415,660	429,467	13,807
TIF Taxes	2,210,587	2,012,382	(198,205)
TOTAL REVENUES	<u>3,447,770</u>	<u>3,308,773</u>	<u>(138,997)</u>
EXPENDITURES			
Accounting	62,000	58,669	3,331
Auditing	7,200	7,000	200
Contingency	15,151	-	15,151
County Treasurer's fee	8,190	8,100	90
Directors' fees	6,000	4,600	1,400
District management	42,000	75,330	(33,330)
Dues and licenses	4,500	4,238	262
Election expense	5,000	2,264	2,736
Engineering	10,000	1,700	8,300
Insurance and bonds	54,000	50,276	3,724
Legal services	52,000	51,748	252
Miscellaneous	1,000	627	373
Payroll taxes	459	352	107
Rebate liability	-	3,960	(3,960)
Web site maintenance	2,500	180	2,320
TOTAL EXPENDITURES	<u>270,000</u>	<u>269,044</u>	<u>956</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	3,177,770	3,039,729	(138,041)
OTHER FINANCING SOURCES (USES)			
Transfers to CPV Coord M.D.	(2,380,000)	(2,144,009)	235,991
Transfers to other fund	(560,000)	(125,000)	435,000
TOTAL OTHER FINANCING SOURCES (USES)	<u>(2,940,000)</u>	<u>(2,269,009)</u>	<u>670,991</u>
NET CHANGE IN FUND BALANCES	237,770	770,720	532,950
FUND BALANCES - BEGINNING	<u>1,628,642</u>	<u>1,659,837</u>	<u>31,195</u>
FUND BALANCES - ENDING	<u>\$ 1,866,412</u>	<u>\$ 2,430,557</u>	<u>\$ 564,145</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.

SUPPLEMENTARY INFORMATION

**CENTRAL PLATTE VALLEY METRO DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

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DEBT SERVICE FUND

	<u>Amended Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 36,000	\$ 34,010	\$ (1,990)
Property taxes	1,967,871	1,954,375	(13,496)
TIF Taxes	3,315,881	3,018,573	(297,308)
TOTAL REVENUES	<u>5,319,752</u>	<u>5,006,958</u>	<u>(312,794)</u>
EXPENDITURES			
Bond interest - 2013A Series	1,064,109	1,064,109	-
Bond interest - 2014 Series	502,744	502,744	-
Bond interest - 2022A	843,726	843,726	-
Bond interest - 2022B	372,504	372,504	-
Bond principal - 2013A Series	37,820,000	37,820,000	-
Bond principal - 2014 Series	19,625,000	19,625,000	-
Bond principal - 2022A	1,100,000	1,100,000	-
Bond principal - 2022B	325,000	325,000	-
Contingency	4,214	-	4,214
Cost of debt refunding - 2022A	1,409,419	1,409,419	-
Cost of debt refunding - 2022B	604,911	604,911	-
Cost of Issuance	458,193	458,193	-
County Treasurer's fee	19,680	19,519	161
Miscellaneous	-	88	(88)
Paying agent fees	4,500	4,500	-
Rebate liability	6,000	5,941	59
TOTAL EXPENDITURES	<u>64,160,000</u>	<u>64,155,654</u>	<u>4,346</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(58,840,248)	(59,148,696)	(308,448)
OTHER FINANCING SOURCES (USES)			
Loan Issuance - 2022-A	36,965,000	36,965,000	-
Loan Issuance - 2022-B	15,840,000	15,840,000	-
TOTAL OTHER FINANCING SOURCES (USES)	<u>52,805,000</u>	<u>52,805,000</u>	<u>-</u>
NET CHANGE IN FUND BALANCES	(6,035,248)	(6,343,696)	(308,448)
FUND BALANCES - BEGINNING	<u>8,322,323</u>	<u>8,322,323</u>	<u>-</u>
FUND BALANCES - ENDING	<u>\$ 2,287,075</u>	<u>\$ 1,978,627</u>	<u>\$ (308,448)</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
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Interest income	\$ 2,500	\$ 38,497	\$ 35,997
TOTAL REVENUES	<u>2,500</u>	<u>38,497</u>	<u>35,997</u>
EXPENDITURES			
17th Street Garden Fencing	120,000	-	120,000
Contingency	15,000	-	15,000
Engineering	60,000	-	60,000
Holiday lighting	1,265,000	9,468	1,255,532
Millennium Bridge - elevator rehabilitation	-	62,538	(62,538)
Planters/Trees	-	2,822	(2,822)
Security Cameras	-	10,662	(10,662)
Union Gateway - Elevator	-	45,558	(45,558)
TOTAL EXPENDITURES	<u>1,460,000</u>	<u>131,048</u>	<u>1,328,952</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,457,500)	(92,551)	1,364,949
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	560,000	125,000	(435,000)
Transfers to CPV Coord M.D.	(355,000)	(1,991)	353,009
TOTAL OTHER FINANCING SOURCES (USES)	<u>205,000</u>	<u>123,009</u>	<u>(81,991)</u>
NET CHANGE IN FUND BALANCES	(1,252,500)	30,458	1,282,958
FUND BALANCES - BEGINNING	<u>3,126,502</u>	<u>3,146,287</u>	<u>19,785</u>
FUND BALANCES - ENDING	<u>\$ 1,874,002</u>	<u>\$ 3,176,745</u>	<u>\$ 1,302,743</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, 2022
Updated as of February 7, 2022

	<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 12/31/22	\$ 15,597.89	\$ -	\$ -	\$ 15,597.89
Subsequent activities:				
01/09/22 Transfer from CSAFE	59,213.55	-	786.45	60,000.00
01/10/23 Bill.com Payables	(70,309.35)	-	(786.45)	(71,095.80)
Anticipated transfer from CSAFE	(23,124.81)	-	-	(23,124.81)
Anticipated vouchers payable	23,000.00	-	-	23,000.00
<i>Anticipated Balance</i>	<u>4,377.28</u>	<u>-</u>	<u>-</u>	<u>4,377.28</u>
<u>INVESTMENTS</u>				
<u>Colotrust Plus</u>				
Balance as of 12/31/22	-	-	370,396.46	370,396.46
Subsequent activities: none				
01/31/23 Interest Income	-	-	1,436.10	1,436.10
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>371,832.56</u>	<u>371,832.56</u>
<u>Colotrust Prime</u>				
Balance as of 12/31/22	24,021.90	-	-	24,021.90
Subsequent activities: none				
01/31/23 Interest Income	86.13	-	-	86.13
<i>Anticipated Balance</i>	<u>24,108.03</u>	<u>-</u>	<u>-</u>	<u>24,108.03</u>
<u>CSAFE</u>				
Balance as of 12/31/22	2,829,481.04	14,883.85	1,745,128.54	4,589,493.43
Subsequent activities:				
01/03/23 Transfer to CPVCMD	(165,000.00)	-	-	(165,000.00)
01/03/23 Transfer to Checking	(59,213.55)	-	(786.45)	(60,000.00)
01/09/23 Transfer to CPVCMD	(1,500.00)	-	-	(1,500.00)
01/10/23 Property tax receipt	26,819.40	-	-	26,819.40
01/31/23 Interest Income	10,732.94	54.09	5,891.81	16,678.84
Anticipated transfer to Checking	(23,000.00)	-	-	(23,000.00)
Anticipated transfer to CPVCMD	(185,000.00)	-	-	(185,000.00)
Anticipated Pledged Revenue Transfer - 2022A	-	(10,008.42)	-	(10,008.42)
Anticipated Pledged Revenue Transfer - 2022B	-	(4,929.52)	-	(4,929.52)
<i>Anticipated Balance</i>	<u>2,433,319.83</u>	<u>-</u>	<u>1,750,233.90</u>	<u>4,183,553.73</u>
<u>First Western Trust Bank</u>				
Balance as of 12/31/22	-	-	1,058,911.46	1,058,911.46
Subsequent activities: none				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,058,911.46</u>	<u>1,058,911.46</u>
<i>Anticipated Balances</i>	<u>\$ 2,461,805.14</u>	<u>\$ -</u>	<u>\$ 3,180,977.92</u>	<u>\$ 5,642,783.06</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 12/31/22	\$ 1,554,368.27	\$ 688,242.38	\$ 2,242,610.65	
01/31/23 Interest Income	681.37	301.70	983.07	
Anticipated Pledged Revenue Transfer	10,008.42	4,929.52	14,937.94	
<i>Anticipated Balance</i>	<u>1,565,058.06</u>	<u>693,473.60</u>	<u>2,258,531.66</u>	

CSAFE - Yield 4.46%
Colotrust Plus- Yield 4.5569%
Colotrust Prime - Yield 4.2137%
First Western Trust Bank - CD's (\$200,000 original purchase) - Yield 0.70%
First Western Trust Bank - CD's (\$500,000 original purchase) - Yield 3.99%
First Western Trust Bank - CD's (\$300,000 original purchase) - Yield 0.20%
MidWest One Bank - Yield 0.50%

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
Cash Requirement Report - Detailed**

18

All Dates

GL Account	Description	Gross Open Amount	Discount Available	Net Open Amount	Cash Required
CLA CliftonLarsonAllen LLP					
Reference:	3538419	Date:	12/31/22	Discount exp date:	
GL AP account:	102500	Due date:	12/31/22	Payment term:	
107440	District management - CliftonLarsonAllen LLP	9,746.54			
	Totals	9,746.54	0.00	9,746.54	9,746.54
Reference:	3542784	Date:	12/31/22	Discount exp date:	
GL AP account:	102500	Due date:	12/31/22	Payment term:	
107000	Accounting - CliftonLarsonAllen LLP	5,406.77			
	Totals	5,406.77	0.00	5,406.77	5,406.77
	Totals for CliftonLarsonAllen LLP	<u>15,153.31</u>	<u>0.00</u>	<u>15,153.31</u>	<u>15,153.31</u>
MA Miller and Associates, LLC					
Reference:	477	Date:	12/31/22	Discount exp date:	
GL AP account:	102500	Due date:	12/31/22	Payment term:	
107460	Legal services - Miller and Associates, LLC	5,830.50			
107581	Election expense - Miller and Associates, LLC	82.00			
	Totals	5,912.50	0.00	5,912.50	5,912.50
Reference:	519	Date:	01/31/23	Discount exp date:	
GL AP account:	102500	Due date:	01/31/23	Payment term:	
107460	Legal services - Miller and Associates, LLC	1,938.50			
107581	Election expense - Miller and Associates, LLC	120.50			
	Totals	2,059.00	0.00	2,059.00	2,059.00
	Totals for Miller and Associates, LLC	<u>7,971.50</u>	<u>0.00</u>	<u>7,971.50</u>	<u>7,971.50</u>
	Company Totals	<u>23,124.81</u>	<u>0.00</u>	<u>23,124.81</u>	<u>23,124.81</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
 Property Tax Reconciliation Schedule
 2022

	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	\$ 10,652.96	\$ -	\$ 41,070.94	\$ -	\$ (106.52)	\$ -	\$ -	\$ 51,617.38	0.38%	0.38%	\$42,184.82	0.24%	0.24%
February	1,172,234.35	-	36,891.12	(824.93)	(11,680.62)	2,211,901.19	-	3,408,521.11	42.06%	42.45%	3,764,964.61	35.27%	35.50%
March	73,515.58	-	45,066.38	16.92	(735.33)	64,047.74	-	181,911.29	2.64%	45.08%	218,986.25	9.95%	45.45%
April	330,197.75	-	37,251.20	5.24	(3,302.05)	846,601.77	-	1,210,753.91	11.85%	56.93%	3,230,204.98	20.42%	65.87%
May	173,607.69	-	33,320.77	(0.53)	(1,736.01)	701,538.75	-	906,730.67	6.23%	63.16%	143,474.38	2.53%	68.40%
June	1,022,642.07	-	28,138.83	118.97	(10,227.60)	1,638,742.08	-	2,679,414.35	36.70%	99.86%	2,773,405.19	37.86%	106.27%
July	6,856.03	-	36,502.81	203.61	(89.41)	422.91	-	43,895.95	0.25%	100.10%	45,300.36	0.51%	106.78%
August	2,868.84	-	43,105.09	103.44	(29.76)	19.90	-	46,067.51	0.10%	100.21%	135,747.01	0.67%	107.45%
September	(10,944.71)	-	35,606.40	(681.06)	116.27	(79,327.53)	(93,058.61)	37,827.98	-0.39%	99.81%	38,835.46	0.01%	107.45%
October	(13,706.19)	-	34,079.77	(903.38)	145.15	(166,004.87)	(181,101.70)	34,712.18	-0.49%	99.32%	49,012.12	0.34%	107.80%
November	(2,438.54)	-	31,614.43	(204.77)	26.46	(186,986.58)	(190,617.32)	32,628.32	-0.09%	99.24%	45,453.95	0.06%	107.85%
December	-	-	26,819.40	-	-	-	-	26,819.40	0.00%	99.24%	31,937.66	0.00%	107.85%
Total	\$ 2,765,485.83	\$ -	\$ 429,467.14	\$ (2,166.49)	\$ (27,619.42)	\$ 5,030,955.35	\$ (464,777.63)	\$ 8,660,900.04	99.24%	99.24%	\$ 10,519,506.79	107.85%	107.85%

Property Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 818,923	40.00%	\$ 811,110.72	99.05%
DEBT SERVICE	\$ 1,228,384	60.00%	1,216,665.58	99.05%
DEBT SERVICE (debt only)	\$ 739,487	100.00%	737,709.53	99.76%
	\$ 2,786,794		\$ 2,765,485.83	99.24%

Specific Ownership Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 415,660	100.00%	\$ 429,467.14	103.32%
	\$ 415,660	100.00%	\$429,467.14	103.32%

Treasurer's Fees	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 8,190	40.00%	\$ 8,100.33	98.91%
DEBT SERVICE	\$ 11,808	60.00%	12,150.48	102.90%
DEBT SERVICE (debt only)	\$ 7,872	100.00%	7,368.61	93.61%
	\$ 27,870		\$ 27,619.42	99.10%

TIF Tax	Taxes		TIF Tax Collected	% Collected to Amt. Budgeted
	Budgeted	% of Budgeted		
GENERAL FUND	\$ 2,210,587	40.00%	\$ 2,012,381.96	91.03%
DEBT SERVICE	\$ 3,315,881	60.00%	3,018,573.39	91.03%
	\$ 5,526,468	100.00%	\$ 5,030,955.35	91.03%

Net Property Taxes	
GENERAL FUND	\$ 811,110.72
DEBT SERVICE	1,954,375.11
	\$ 2,765,485.83

Tax rebates due to Denver County	
As of 1/1/2022	\$ -
Amounts withheld in 2022	464,777.63
Amounts paid in 2022	-
Total due as of 9/30/22	\$ 464,777.63

2022	
AV - Operating District	\$ 102,365,347
TIF Increment	279,114,573
	\$ 381,479,920
Operations Mill Levy	8.000
DS Mill Levy	12.000
	20.000
AV - Excluded Area	\$ 92,435,890
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 FIXED ASSETS
December 31, 2022**

<u>By Classification</u>	<u>Balance at December 31, 2021</u>	<u>Additions</u>	<u>Transfers and Retirements</u>	<u>Balance at December 31, 2022</u>
Capital assets not being depreciated				
Landscape improvements	\$ 152,359	\$ 2,822	\$ -	\$ 155,181
Construction in process	53,472	9,468	-	62,940
Total capital assets, not being depreciated	<u>205,831</u>	<u>12,290</u>	<u>-</u>	<u>218,121</u>
Capital assets being depreciated				
Millennium Bridge	12,343,738	62,538	-	12,406,276
Union Gateway Bridge	5,037,796	45,558	-	5,083,354
Security cameras	65,982	10,662	-	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	-	-	35,947
Sidewalks/back of curb landscaping	1,001,323	-	-	1,001,323
Back-of-curb infrastructure/fixtures	185,386	-	-	185,386
Total capital assets being depreciated	<u>21,401,259</u>	<u>118,758</u>	<u>-</u>	<u>21,520,017</u>
Total capital assets	<u>\$ 21,607,090</u>	<u>\$ 131,048</u>	<u>\$ -</u>	<u>\$ 21,738,138</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.

**RESOLUTION TO AMEND 2022 BUDGET
CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT**

WHEREAS, the Board of Directors of Central Platte Valley Metropolitan District (the “District”) certifies that at a special meeting of the Board of Directors of the District held on February 15, 2023 regarding an amendment to the 2022 budget, and, subsequent thereto, the following Resolution was adopted by affirmative vote of a majority of the Board of Directors:

WHEREAS, the Board of Directors of the District adopted a budget and appropriated funds for the fiscal year 2022 as follows:

Debt Service Fund	\$4,755,000
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WHEREAS, the necessity has arisen for appropriation and expenditure of funds from the Debt Service Fund in excess of those appropriated for fiscal year 2022, as reflected by satisfactory evidence presented to the Board of Directors at this meeting.

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of the adoption of the budget.

WHEREAS, funds are available for the additional expenditures.

WHEREAS, upon due and proper notice, published and/or posted in accordance with law, the proposed budget amendment was available for inspection by the public at a designated public office, a hearing was held on February 15, 2023, and interested electors were given the opportunity to file or register any objections to said proposed budget amendment.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the District shall and hereby does amend the adopted budget for fiscal year 2022,, as follows:

Debt Service Fund	\$64,160,000
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BE IT FURTHER RESOLVED that such sums are hereby appropriated from the revenues of the District to the Debt Service Fund for the purposed stated.

ADOPTED AND APPROVED ON FEBRUARY 15, 2023

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

Amy Cara, President

STATE OF COLORADO

COUNTY OF DENVER

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

I, Derrick Walker, hereby certify that I am a director and the duly elected and qualified Secretary/Treasurer of the Central Platte Valley Metropolitan District (the “District”), and that the foregoing constitutes a true and correct copy of the record of proceedings of the Board of Directors of said District adopted at a meeting of the Board of Directors of the District held at 9:00 A.M. on Wednesday, February 15, 2023, at 2000 16th St, Denver, CO 80202 and WebEx Link: <https://village.webex.com/meet/michael.geiger> Call: 1-415-655-0001, Passcode: 801164611# as recorded in the official record of the proceedings of the District, insofar as said proceedings relate to the budget hearing for the amended budget for fiscal year 2022; that said proceedings were duly had and taken; that the meeting was duly held; and that the persons were present at the meeting as therein shown.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 15th day of February 2023.

By: _____

Derrick Walker, Secretary/Treasurer

**CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT
DEBT SERVICE FUND
AMENDED 2022 BUDGET**

	BUDGET 2022	AMENDED 2022
BEGINNING FUND BALANCE	\$ 8,320,621	\$ 8,322,323
REVENUE		
Property taxes	1,967,871	1,967,871
TIF taxes	3,315,881	3,315,881
Loan Proceeds - 2022A	-	36,965,000
Loan Proceeds - 2022B	-	15,840,000
Net investment income	8,500	36,000
Total revenue	<u>5,292,252</u>	<u>58,124,752</u>
Total funds available	<u>13,612,873</u>	<u>66,447,076</u>
EXPENDITURES		
Bond principal		
2013A bonds	1,330,000	37,820,000
2014B bonds	500,000	19,625,000
2022A loan	-	1,100,000
2022B loan	-	325,000
Bond interest		
2013A bonds	1,964,509	1,064,109
2014B bonds	928,142	502,744
2022A loan	-	843,726
2022B loan	-	372,504
Cost of issuance	-	458,193
Cost of debt refunding - 2022A	-	1,409,419
Cost of debt refunding - 2022B	-	604,911
County Treasurer's fees	19,680	19,680
Rebate liability	-	6,000
Trustee/paying agent fees	6,000	4,500
Contingency	6,669	4,214
Total expenditures	<u>4,755,000</u>	<u>64,160,000</u>
Total expenditures and transfers out requiring appropriation	<u>4,755,000</u>	<u>64,160,000</u>
ENDING FUND BALANCE	<u>\$ 8,857,873</u>	<u>\$ 2,287,076</u>

No assurance provided. See summary of significant assumptions.

Repair Work Order



UNION GATEWAY BRIDGE

October 21, 2022

Purchaser: East West Management
Address: 1610 Little Raven St
Denver, CO 80202-1760

Location: UNION GATEWAY BRIDGE
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 **Eleven Thousand Three Hundred Ninety Five Dollars and Thirty Eight Cents (\$11,395.38)** 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
East	Door Clutch Kit	Code Requirement
West	Door Clutch Kit	Code Requirement

For further information, please see a detailed Scope of Work on the pages that follow.
Recommended by Service Technician: James Todd

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.uram@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.

Repair Work Order



Scope of Work

Door Clutch Kit:

TK Elevator will furnish the necessary labor and materials to install an upgraded clutch. This upgraded clutch device will help with door open and close reliability

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:		\$11,395.38
Initial progress payment:	(50%)	\$5,697.69
Total due upon completion:	(50%)	\$5,697.69



Repair 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.

In consideration of TK Elevator performing the work described above Purchaser, to the fullest extent permitted by law, expressly agrees to indemnify, defend, save harmless, discharge, release and forever acquit TK Elevator, its employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings made or brought against TK Elevator, its employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death that are alleged to have been caused by Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the vertical transportation equipment that is the subject of this Work Order, or the associated areas surrounding such equipment. Purchaser's duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this Work Order), personal injury or death is determined to be caused by or resulting from the negligence of TK Elevator and/or its employees. Purchaser recognizes, however, that its obligation to defend TK Elevator and its employees, officers, agents, affiliates and subsidiaries under this clause is broader and distinct from its duty to indemnify and specifically includes payment of all attorney's fees, court costs, interest and any other expenses of litigation arising out of such claims or lawsuits.

Purchaser expressly agrees to name TK Elevator along with its officers, agents, affiliates and subsidiaries as additional insureds in Purchaser's liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure TK Elevator, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the negligence or legal responsibility of TK Elevator and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. Purchaser hereby waives the right of subrogation.

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 any portion of this Work Order is deemed invalid or unenforceable by a court of law, such finding shall not affect the validity or enforceability of any other portion of this Work Order. This Work Order shall be considered as having been drafted jointly by Purchaser and TK Elevator and shall not be construed or interpreted against either Purchaser or TK Elevator by reason of either Purchaser or TK Elevator's role in drafting same.

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.

Repair 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)	
_____		Greg Nygren	
(Print or Type Name)		Branch Manager	

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

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



Date	Terms	Reference ID	Customer Reference # / PO
October 21, 2022	Immediate	ACIA-215A07A	
	Total Contract Price:		\$11,395.38
	Down Payment:	(50%)	\$5,697.69

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: East West Management
Location Name: UNION GATEWAY BRIDGE
Customer Number: 11365
Quote Number: 2022-2-1388331

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

Reference ID: ACIA-215A07A

Remittance Amount: \$5,697.69

Alles, Rachel

From: Jones, Anna
Sent: Tuesday, January 3, 2023 11:42 AM
To: Alles, Rachel
Subject: FW: [External] FW: CPVMD Elevator Clutches
Attachments: Union Gateway Clutch Upgrade.pdf



Anna Jones (she/her/hers)
 Public Manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@claconnect.com

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[Discover why CLA is a Great Place to Work*](#).

From: Brandon Fries <bfries@eastwestum.com>
Sent: Tuesday, January 3, 2023 11:32 AM
To: Jones, Anna <Anna.Jones@claconnect.com>
Cc: DAmato, Shauna <Shauna.DAmato@claconnect.com>
Subject: [External] FW: CPVMD Elevator Clutches

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Hi Anna,

I reached out to Andrew for additional context on the elevator clutches and received the reply below and attachment. After review, this seems to be an optional upgrade, though if the board were to consider this, it would probably be a good idea to try to time it with the sub-floor repair.

Please let me know you need any additional information on this item.

--

Thank you,

Brandon Fries, CMCA®, AMS®

High-Rise Portfolio Manager
 East West Urban Management
 1610 Little Raven Street Suite 125
 Denver, Co 80202
 720-904-6904



From: Uram, Andrew <andrew.uran@tkelevator.com>
Sent: Tuesday, January 3, 2023 10:36 AM
To: Brandon Fries <bfries@eastwestum.com>
Subject: RE: CPVMD Elevator Clutches

Hello Brandon,

The clutches were something that was brought up by the mechanic during our route review. The current clutch style is older and he suggested an upgrade to a newer clutch which performs better in the cold and outside weather. I have the original quote that I had sent to AJ attached

Regards,

Andrew Uram,
Senior Account Manager, Service and Repair

Service Disptaching: 303-790-8566

M +1 720-481-9737, andrew.uran@tkelevator.com

TK Elevator Corporation | 505 Lincoln St | Denver, CO 80203 | USA | www.tkelevator.com/us

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Safety for life – own, care, be brave

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[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****

From: Brandon Fries <bfries@eastwestum.com>
Sent: Tuesday, January 3, 2023 10:25 AM
To: Uram, Andrew <andrew.uran@tkelevator.com>
Subject: CPVMD Elevator Clutches

This message was sent from outside the company. Please do not click links or open attachments unless you recognize the source of this email and know the content is safe.

Hi Andrew,

Thank you for joining our meeting today. One other item came up after you left that I think you and AJ were working on. There is an issue with the elevator clutches – can you please get me up to speed on that and send any quotes, information, etc.?

I appreciate your help!

Alles, Rachel

From: Jones, Anna
Sent: Wednesday, January 25, 2023 12:59 PM
To: Alles, Rachel
Cc: DAmato, Shauna; Brandon Fries
Subject: FW: [External] CPVMD - Millennium Bridge
Attachments: Denver Millennium Bridge_SUBMITTAL.pdf

Hi Rachel – Please keep for Feb meeting.

Brandon/Shaina – I think we want to ask for a committee of the Board to oversee this....we can discuss at the Feb meeting w the Board



Anna Jones (she/her/hers)
 Public Manager
 State and Local Government
 CLA (CliftonLarsonAllen LLP)

Direct 303-793-1478
anna.jones@claconnect.com

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From: Brandon Fries <bfries@eastwestum.com>
Sent: Wednesday, January 25, 2023 11:20 AM
To: Jones, Anna <Anna.Jones@claconnect.com>; DAmato, Shauna <Shauna.DAmato@claconnect.com>
Subject: [External] CPVMD - Millennium Bridge

Think Security – This email originated from an external source. Be cautious with any links or attachments.

Hi Anna and Shauna,

First of all, welcome back Anna! I hope you had a great trip and I can't wait to hear all about it!

While you were away, Shauna and I met to discuss painting and recoating the Millennium Bridge. We've met with three different vendors, [AGS](#), [DCPS](#), and [RE](#), all of who are excited to bid on this project. RE has offered to provide the scope of work for the project (attached) with an NTE of \$15K.

- If RE is selected as the service provider, this fee will be applied to the cost of the project.
- DCPS has offered to develop the scope of work at no cost.

We received the most recent copy of the Millennium Bridge inspection report from WSP and you can view it [here](#). We learned that the bridge is visually inspected every 2 years and a full inspection is completed every 5 years. As this report is from 2021, I believe we need to schedule a visual inspection this year through WSP. This report has been provided to the three vendors above to provide additional information to them.

We have also been able to track down the original drawings for the bridge. We will need to have them digitized so we can view them as the original architect only had them on a CD. We will also send these to the vendors to help them

with their proposals. Anna – do you have anyone who can help with this? Or should I look for someone and have them digitize the drawings?

I think the March meeting may be the first opportunity to present proposals. I think it would be best to have vendor reps present as has recently been done by DUG.

If I'm not mistaken, I heard that AJ is able to work with the district in a consulting role. It may be beneficial to use him and his contacts with RTD, CDOT, and any other agencies to help obtain permits to close the bridge and work near the train tracks under the bridge.

Please let me know your thoughts. This is a big project!

--

Thank you,

Brandon Fries, CMCA®, AMS®

High-Rise Portfolio Manager
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1610 Little Raven Street Suite 125
Denver, Co 80202
720-904-6904



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Denver Millennium Bridge

Qualifications Package



// January 18, 2023

Table of Contents

QUALIFICATIONS

- 01. About Reconstruction Experts
- 02. Meet the Team
- 03. The Preconstruction Process & Our Experience
- 04. Why You Need Preconstruction
- 05. Our Preconstruction Proposal

SECTION 1

About Reconstruction Experts

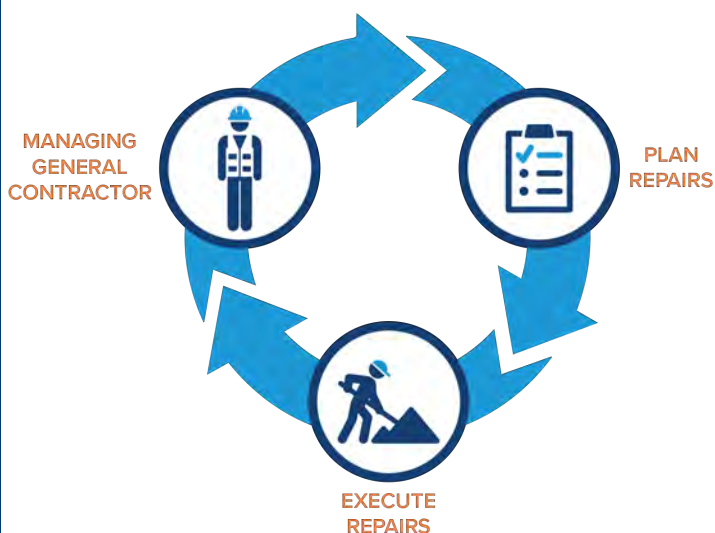
1. About Reconstruction Experts

Reconstruction Experts thanks you for the opportunity to provide our qualifications and this preconstruction proposal for project The Denver Millennium Bridge repairs. We hope the enclosed documents convey our commitment to creating a functional and financially viable project for your community.

The repairs of this iconic bridge are not cut and dry. The project poses a number of complexities and obstacles that must be identified before work can begin. Our preconstruction process makes us uniquely qualified to support you as you make critical decisions on the immediate repair scope of work. Preconstruction is a modern approach to project planning in which obstacles and challenges are identified, quantified and planned for before the project begins. The goal is to create a project that's responsible, competitive and has a tremendously reduced risk of change orders.

Reconstruction Experts has the expertise and personnel to assume your project in an expert and efficient manner. Briefly, here are more of our qualifications as they directly relate to your community:

	\$800 M in Successful Projects Completed
	Extensive Preconstruction Experience
	21 Years In Business
	Insured Up to \$9M
	Dedicated Team To Plan, Manage & Execute Repairs



SECTION 2



Meet the Team

2. Meet the Team

For your project, we have hand-picked a team of dedicated experts to assist with each crucial component of your project. Here are the team members for the Preconstruction (planning), Construction and Communication of your project. Below please review a brief chart of each team member and their responsibilities for your project. Please see below:



SECTION 3

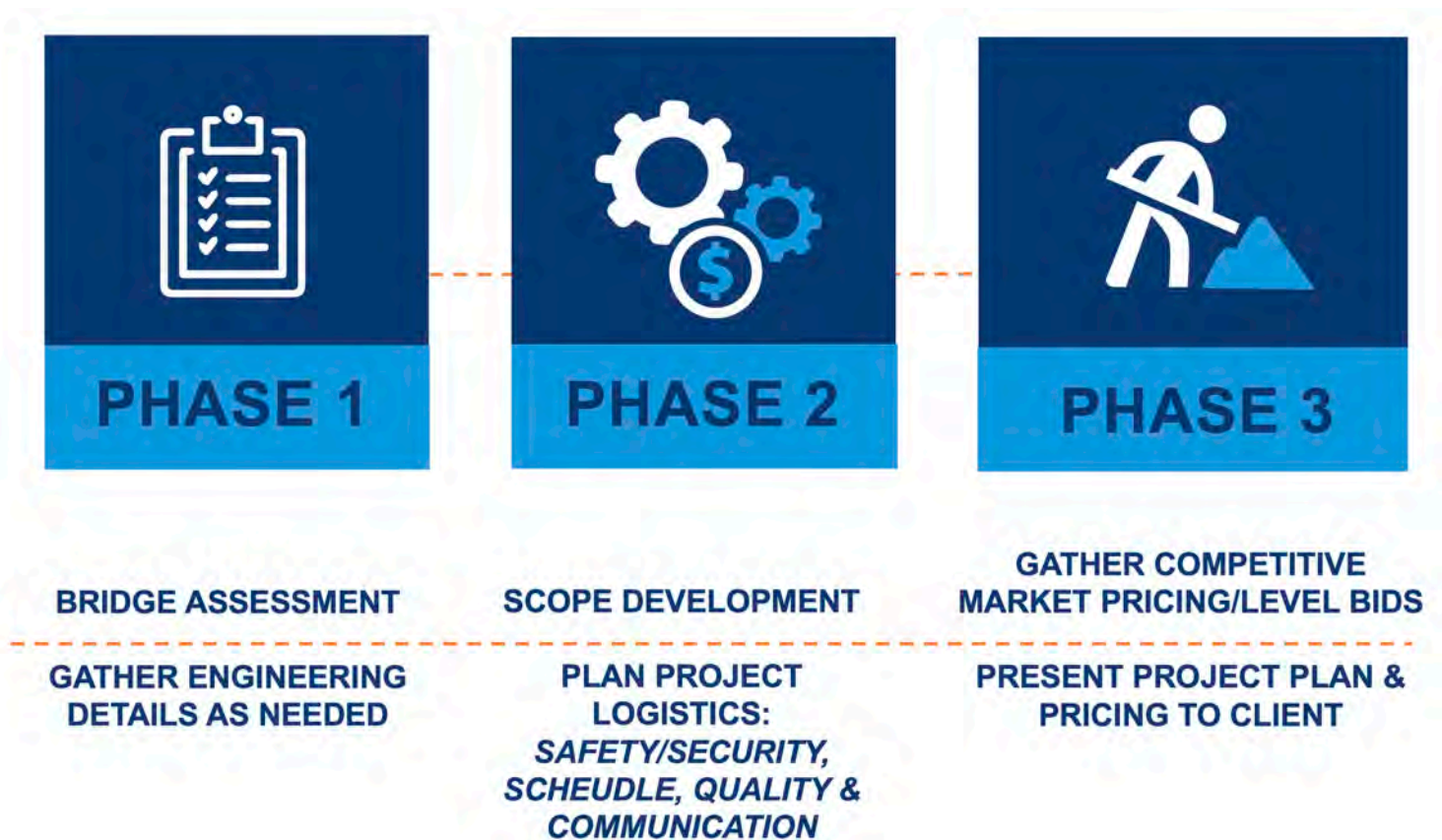
The Preconstruction Process & Experience

3. The Preconstruction Process & Experience

Reconstruction Experts has taken the time to visit the Denver Millennium Bridge and read the report provided by Mr. Fries. Because of the complex logistics surrounding the bridge repairs, it is our opinion that this project would greatly benefit from Reconstruction Expert's Preconstruction Services. Preconstruction is the modern planning of a construction project aimed at identifying obstacles before the project starts, gathering competitive market pricing that's within your budget and creating a project that is functional and financially viable.

Preconstruction ensures proper critical planning and greatly reduces the risk of change orders. Below is a chart outlining the main milestones of preconstruction. On the following page you will find some of the hundreds of clients that have been benefited from our Preconstruction Services. All of these projects were on budget and on schedule.

Preconstruction Approach



3. Our Similar Preconstruction Experience

HERITAGE AT VISTA RIDGE  \$2.1M	TERRACES AT SIENA  \$750K	PATIOS AT TULIP CREEK  \$1M	150 S. MADISON  \$750K	COTTAGES AT ERIE VILLAGE  \$500K	CHERRY CREEK BROWNSTONES  \$600K	WORKPLACE LOFTS  \$600K	SHOENBERG FARMS  \$675K	
DAKOTA LOFTS  \$900K	PRAIRIE MEADOWS  \$1.2M	LIBERTY AT REGISTRY RIDGE  \$1M	LAGRANGE AT RIGDEN FARMS  \$1.2M	THE WALNUT  \$1.5M	THE POINT  \$1.6M	BARRINGTON HEIGHTS  \$1.5M	SHADOW CANYON  \$2M	
WILDGRASS  \$2M	BRADBURN TOWNHOMES  \$2.1M	VILLAS AT THE BOULDERS  \$2.7M	VILLAGE AT UPTOWN  \$2.9M	CHAMBERLIN HEIGHTS  \$3.5M	HIGHLANDS AT WESTBURY  \$3.5M	FALLS AT LEGEND TRAILS  \$5M	PENTERRA PLAZA  \$5.3M	CONSERVATORY  \$7M
DAKOTA RIDGE VILLAGE  \$7M	FIRST CREEK  \$10M	STATION AT RIVERFRONT  \$12M	GOLD PEAK  \$10M	VALLAGIO NORTH  \$1.5M	VALLAGIO AT INVERNESS  \$10M	TEATRO TOWER  \$750K	CLOCKTOWER CONDOS  \$7M	BOYD PONDS  \$4M

SECTION 4

Why You Need Preconstruction

4. Why You Need Preconstruction



Scope Development:

- There are known issues in the reports but no set of plans or bid documents
- The reports leave the repairs up to the discretion of the contractor
- Without a scope, leveling bids and receiving “apples to apples” is impossible
- RE will thoroughly and comprehensively assess the bridge and required repairs
- Repairs will be quantified, detailed and means & methods investigated
- Repair alternatives that can yield cost-savings will be explored
- Take-offs are conducted and logged



Complex Logistics:

- The bridge extends over live light rail wires
- The light rail runs below the bridge
- Trains run below the bridge
- Spire repairs may require a boom or a crane



Pedestrian Use/Safety:

- Pedestrians rely on use of the bridge daily for their commutes
- Tourists visit the bridge
- Residents recreate on the bridge
- Keeping the bridge open for the majority of the project while allowing for safe pedestrian access must be contemplated



Responsible Pricing:

- Once a scope is established by RE, market pricing can be gathered
- RE writes a detailed RFP
- 3 bids from qualified trade partners are gathered
- RE levels the bids extensively
- Allowances and contingency are assigned for known unknowns (rust, rot, etc.)
- RE assumes pricing risk and shields client from change orders in cases of:
 - Trade Partner increases price
 - Trade Partner doesn't complete the work as promised
 - Trade Partner goes out of business

SECTION 5

Our Preconstruction Proposal

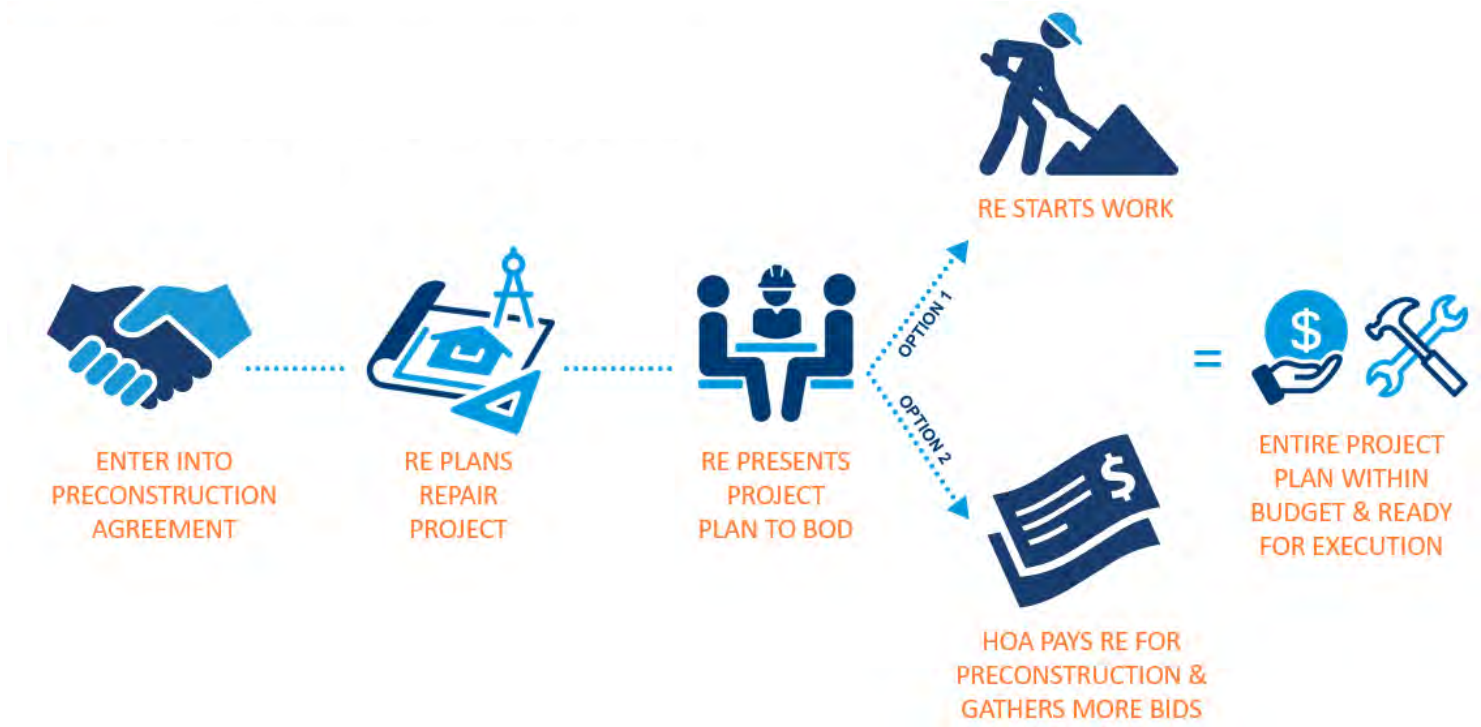
5. Our Preconstruction Proposal

Preconstruction is the most successful approach to planning a large repair project. At the end of the preconstruction process, the HOA has two options; either move forward with RE to schedule and perform the work, or simply pay RE for our time spent in preconstruction at a NTE of \$15K. The risk of preconstruction is low for the HOA while the reward is high.

Below is our proposal for our Preconstruction Services:

- Create, drive and maintain Preconstruction schedule
- Develop detailed scope of work
- Host bi-weekly and weekly Progress OC (Owner/Contractor Meetings)
 - *RE creates agenda and publishes meeting minutes*
- Attend any board meetings
- Contemplate RTD & Union Pacific Logistics
- Meet with RTD & Union Pacific
- Host series of educational town hall meetings related to the work as requested
- Review all known reports about the bridge
- Conduct numerous site visits
- Identify any need for engineering and assist with gathering information as needed
- Provide constructability review
- Provide means and methods analysis to determine trade workflow for highest efficiency through project
- Conduct trade partner evaluation for bidders
- Develop RFP for repair scopes
- Solicit minimum 3 trade partner bids per scope
- Evaluate and level bids through bid tab process
- Determine long lead items
- Attend preconstruction meetings with local building department
- Submit for local permits
- Investigate all possible cost saving scope alternatives
- Create safety/security plan
- Create pedestrian use plan
- Create site utilization plan (staging are logistics)
- Create CPM (Critical Path Method Schedule)
- Create Quality Assurance/Quality Control Matrix
- Create project website for updates
- Assist with email blasts
- Present complete project plan to Board of Directors for review
 - *This includes full logistics plan and pricing*

Preconstruction Approach



Again, we thank you for this opportunity to provide a proposal for your project. Please let us know if you would like to meet to discuss further. **Restoring this iconic bridge to it's intended stature is our top priority and would be an honor.**