

**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](http://www.cpvmd.org)

**NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** Monday, June 26, 2023  
**TIME:** 12:00 p.m.  
**LOCATION:** via Zoom

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

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

<https://us02web.zoom.us/j/85429292717?pwd=bWNyQ010NExZWG9WQWF Pcm8rRjRDUT09&from=addon>

**ACCESS:**

- 2. To attend via telephone, dial 1-719-359-4580 and enter the following additional information:

Meeting ID: 854 2929 2717  
Passcode: 119238

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

- E. Acknowledge the resignation of Lindsay Belluomo from the Board of Directors of the District effective May 2, 2023.
- F. Discuss vacancy on the Board and consider the appointment of District eligible elector to the Board of Directors of the District. (Notice of Vacancy published May 5, 2023). Administer Oaths of Office.

## **II. CONSENT AGENDA**

- A. Review and consider approval of the Minutes of the May 2, 2023 Special Meeting (enclosed).
- B. Accept April 30, 2023 Financial Statements and Cash Position Report (enclosed).
- C. Approve current Claims (enclosed).

## **III. FINANCIAL ITEMS**

- A. Discuss Bill.com approvals.

## **IV. PROJECT UPDATES**

- A. Update on elevator repair cost for door clutch – EWUM (enclosed).
- B. Review and consider approval of Proposal for Elevator Cab Roof Packaged AC and Elevator Equipment Room Unit Heater Repairs from LONG Building Technologies in the amount of \$7,500 – EWUM (enclosed).

## **V. MANAGER ITEMS**

- A. Discuss and consider approval of Cupbop lease renewal in the amount of \$1,500.

## **VI. DIRECTOR ITEMS**

## **VII. ATTORNEY ITEMS**

- A. Update on CliftonLarsonAllen LLP Statements of Work for 2023.

## **VIII. OTHER BUSINESS**

## **IX. ADJOURNMENT**

**The next meeting is scheduled for Tuesday, July 18, 2023 at 12:00 p.m. at DaVita, Inc. (2000 16<sup>th</sup> Street, Denver, CO 80202) and via WebEx.**

## RECORD OF PROCEEDINGS

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MINUTES OF A SPECIAL MEETING OF  
THE BOARD OF DIRECTORS OF THE  
CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (THE  
“DISTRICT”)  
HELD  
MAY 2, 2023

A special meeting of the Board of Directors of the Central Platte Valley Metropolitan District (referred to hereafter as the “Board”) was convened on Tuesday, May 2, 2023, at 9:00 a.m. at 1550 Wewatta Street, Suite 540, 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  
Jason Dorfman, Assistant Secretary

Assistant Secretary Michael Geiger was absent and excused.

#### Also, In Attendance Were:

Anna Jones, Shauna D’Amato, Courtney Hoff, Jason Carroll, Yelena Primachenko and Jenna Trujillo; CliftonLarsonAllen LLP  
Dianne Miller, Esq. and Rhonda Bilek; Miller & Associates Law Offices, P.C.  
Brandon Fries; East West Urban Management  
Cole Kralik; Allied Universal  
Andrew Uram; TK Elevator Corporation  
Todd Wenskoski; Livable Cities Studio  
Nessa Mogharreban; Denver Urban Gardens  
Jason Whitlock, Steph Powell and Rachel Fitzgerald; Stantec  
Jordan Kind; Hines

### ADMINISTRATIVE MATTERS

**Call to Order and Agenda:** Director Cara called the meeting to order at 10:18 a.m. Following review, upon a motion duly made by Director Walker, seconded by Director Dorfman and, upon vote, unanimously carried, the Board approved the agenda, as presented.

**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

## RECORD OF PROCEEDINGS

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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 disclosed 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. Director Geiger was absent and excused.

**Public comment:** None.

CONSENT AGENDA

**Minutes of the April 4, 2023 Regular Meeting:**

**March 31, 2023 Financial Statements and Cash Position Report:**

## RECORD OF PROCEEDINGS

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### **Current Claims:**

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

### **FINANCIAL ITEMS**

**Draft 2022 Audit:** Mr. Carroll reviewed the draft 2022 Audit with the Board, noting that there are new notes for debt included, but otherwise there are no changes from previous years and he expects to receive an unmodified clean opinion from the auditor.

Following review and discussion, upon a motion duly made by Director Walker, seconded by Director Dorfman and, upon vote, unanimously carried, the Board approved the draft 2022 Audit subject to receipt of an unmodified clean opinion from the auditor and subject to final legal review.

Mr. Carroll noted that Director Belluomo has been approving bills in Bill.com and another Board member needs to replace her in that role when she resigns from the Board. It was noted that Director Walker will take Director Belluomo's place as the approving party for Bill.com.

### **PROJECT UPDATES**

#### **Elevator Repairs:**

**Door Edge Repair from TK Elevator Corporation:** Mr. Fries reviewed the work order with the Board. Following review, upon a motion duly made by Director Walker, seconded by Director Dorfman and, upon vote, unanimously carried, the Board ratified the approval of the door edge repair work order from TK Elevator Corporation in the amount of \$5,045.60, as presented.

**Proposals for Elevator Door Clutch and Operator Repairs from TK Elevator Corporation and Proposal Breakdown:** Following discussion, upon a motion duly made by Director Dorfman, seconded by Director Walker and, upon vote, unanimously carried, the Board authorized Directors Walker and Geiger as an elevator subcommittee and authorized the subcommittee to approve materials and/or entire elevator repair projects. It was noted that the elevator subcommittee will meet with Mr. Fries and Mr. Uram to determine future courses of action.

**Proposals for Millennium Bridge Painting and Recoating from WSP USA, Michael Baker International and Bergeman Group:** Ms. Jones reviewed the proposals with the Board. Discussion ensued. Following review and discussion, upon a motion duly made by Director Walker, seconded by Director Dorfman and, upon vote, unanimously carried, the Board approved the proposal for Millennium Bridge painting and recoating from WSP USA in the amount of

## RECORD OF PROCEEDINGS

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\$180,152.64, as presented.

### MANAGER ITEMS

**CliftonLarsonAllen LLP Statements of Work for 2023:** Attorney Miller provided an update to the Board, noting she will circulate her revisions to the Statements of Work for Directors Geiger and Walker to review. She will then circulate all revisions back to CLA within the next couple of weeks.

### DIRECTOR ITEMS

None.

### ATTORNEY ITEMS

**Board Status:** Attorney Miller provided an update to the Board, noting that Director Belluomo will send an email to her with her resignation. Once received, Attorney Miller will discuss next steps with the Board.

### OTHER BUSINESS

None.

### 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 Dorfman and, upon vote, unanimously carried, the Board adjourned the meeting at 10:37 a.m.

Respectfully submitted,

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Secretary for the Meeting

**CENTRAL PLATTE VALLEY METRO DISTRICT**  
**FINANCIAL STATEMENTS**  
**APRIL 30, 2023**

**Central Platte Valley Metro District**  
**Balance Sheet - Governmental Funds**  
**April 30, 2023**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>				
Checking Account	\$ 5,097.82	\$ -	\$ -	\$ 5,097.82
Certificates of Deposit	-	-	1,060,182.67	1,060,182.67
CSAFE	3,983,320.27	2,545,775.71	1,750,790.26	8,279,886.24
Colotrust	24,373.47	-	-	24,373.47
Colotrust - Plus	-	-	376,280.73	376,280.73
2022A Loan Revenue Fund	-	1,589,636.89	-	1,589,636.89
2022B Loan Revenue Fund	-	689,365.00	-	689,365.00
Accrued Interest Receivable	-	-	12,436.88	12,436.88
Receivable from County Treasurer	148,861.96	362,174.70	-	511,036.66
<b>Total Assets</b>	<u>\$ 4,161,653.52</u>	<u>\$ 5,186,952.30</u>	<u>\$ 3,199,690.54</u>	<u>\$ 12,548,296.36</u>
<b>Liabilities</b>				
Accounts Payable	\$ 65,444.03	\$ -	\$ 61,065.49	\$ 126,509.52
Due to Other Districts	319,550.00	-	-	319,550.00
<b>Total Liabilities</b>	<u>384,994.03</u>	<u>-</u>	<u>61,065.49</u>	<u>446,059.52</u>
<b>Fund Balances</b>	<u>3,776,659.49</u>	<u>5,186,952.30</u>	<u>3,138,625.05</u>	<u>12,102,236.84</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 4,161,653.52</u>	<u>\$ 5,186,952.30</u>	<u>\$ 3,199,690.54</u>	<u>\$ 12,548,296.36</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 April 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 919,994.00	\$ 482,479.30	\$ 437,514.70
Specific ownership taxes	419,630.00	119,550.12	300,079.88
Interest income	60,000.00	51,643.92	8,356.08
TIF revenue	2,373,757.00	1,435,606.78	938,150.22
Total Revenue	<u>3,773,381.00</u>	<u>2,089,280.12</u>	<u>1,684,100.88</u>
Expenditures			
Accounting	65,000.00	30,924.05	34,075.95
Auditing	7,000.00	-	7,000.00
County Treasurer's fee	9,200.00	4,823.44	4,376.56
Directors' fees	6,000.00	1,800.00	4,200.00
Dues and membership	4,500.00	1,237.50	3,262.50
Insurance	55,000.00	62,473.00	(7,473.00)
District management	75,000.00	46,985.98	28,014.02
Legal	55,000.00	19,073.50	35,926.50
Miscellaneous	1,000.00	125.00	875.00
Payroll taxes	459.00	-	459.00
Election	5,000.00	3,905.80	1,094.20
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	670,000.00	2,510,000.00
Total Expenditures	<u>3,490,000.00</u>	<u>841,348.27</u>	<u>2,648,651.73</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)	1,247,931.85	(1,964,550.85)
Fund Balance - Beginning	2,448,743.00	2,528,727.64	1,548,657.36
Fund Balance - Ending	<u>\$ 1,732,124.00</u>	<u>\$ 3,776,659.49</u>	<u>\$ (415,893.49)</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**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending April 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 1,933,893.00	\$ 1,145,641.13	\$ 788,251.87
Interest income	50,000.00	12,760.75	37,239.25
TIF revenue	3,165,009.00	1,914,142.20	1,250,866.80
Total Revenue	<u>5,148,902.00</u>	<u>3,072,544.08</u>	<u>2,076,357.92</u>
Expenditures			
County Treasurer's fee	19,340.00	11,454.85	7,885.15
Miscellaneous	5,000.00	20.00	4,980.00
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>4,165,000.00</u>	<u>11,474.85</u>	<u>4,153,525.15</u>
Net Change in Fund Balances	983,902.00	3,061,069.23	(2,077,167.23)
Fund Balance - Beginning	2,106,622.00	2,125,883.07	8,303,061.93
Fund Balance - Ending	<u>\$ 3,090,524.00</u>	<u>\$ 5,186,952.30</u>	<u>\$ 6,225,894.70</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 April 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 64,000.00	\$ 47,176.15	\$ 16,823.85
Total Revenue	<u>64,000.00</u>	<u>47,176.15</u>	<u>16,823.85</u>
Expenditures			
Engineering	50,000.00	-	50,000.00
Holiday Lighting	250,000.00	-	250,000.00
17th Street Garden Fencing	120,000.00	-	120,000.00
Elevators	175,000.00	61,065.49	113,934.51
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>61,065.49</u>	<u>918,934.51</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	(13,889.34)	97,889.34
Fund Balance - Beginning	3,210,287.00	3,152,514.39	3,184,274.61
Fund Balance - Ending	<u>\$ 3,294,287.00</u>	<u>\$ 3,138,625.05</u>	<u>\$ 3,282,163.95</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, 17<sup>th</sup> 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**

	<b>\$36,965,000</b>		<b>\$15,840,000</b>		
	<b>Series 2022A General Obligation Refunding Loan</b>		<b>Series 2022B General Obligation Refunding Loan</b>		
	<b>4.95% Taxable Converting to</b>		<b>5.10% Taxable Converting to</b>		
	<b>4.03% Non-Taxable on 9/05/23</b>		<b>4.15% Non-Taxable on 9/05/23</b>		
	<b>Dated June 15, 2022</b>		<b>Dated June 15, 2022</b>		
	<b>Interest Payable June 1 and December 1</b>		<b>Interest Payable June 1 and December 1</b>		
	<b>Principal Due December 1</b>		<b>Principal Due December 1</b>		
	<b>Principal</b>	<b>Interest</b>	<b>Principal</b>	<b>Interest</b>	<b>Total All Bonds</b>
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**  
**Schedule of Cash Deposits & Investments**  
**April 30, 2023**  
Updated as of June 16, 2023

	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<b><u>OPERATING CASH</u></b>				
<b><u>US Bank - Checking Account</u></b>				
Balance as of 04/30/23	\$ 5,097.82	\$ -	\$ -	\$ 5,097.82
Subsequent activities:				
05/03/23 Transfer from CSAFE	40,000.00	-	-	40,000.00
05/03/23 Bill.com Payables	(39,457.22)	-	-	(39,457.22)
Anticipated transfer from CSAFE	23,731.08	-	31,268.92	55,000.00
Anticipated bill.com payables	(24,286.81)	-	(31,268.92)	(55,555.73)
<i>Anticipated Balance</i>	<u>5,084.87</u>	<u>-</u>	<u>-</u>	<u>5,084.87</u>
<b><u>INVESTMENTS</u></b>				
<b><u>Colotrust Plus</u></b>				
Balance as of 04/30/23	-	-	376,280.73	376,280.73
Subsequent activities: none				
05/31/23 Interest Income	-	-	1,648.69	1,648.69
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>377,929.42</u>	<u>377,929.42</u>
<b><u>Colotrust Prime</u></b>				
Balance as of 04/30/23	24,373.47	-	-	24,373.47
Subsequent activities: none				
05/31/23 Interest Income	100.94	-	-	100.94
<i>Anticipated Balance</i>	<u>24,474.41</u>	<u>-</u>	<u>-</u>	<u>24,474.41</u>
<b><u>CSAFE</u></b>				
Balance as of 04/30/23	3,983,320.27	2,545,775.71	1,750,790.26	8,279,886.24
Subsequent activities:				
05/03/23 Transfer to checking	(40,000.00)	-	-	(40,000.00)
05/03/23 Transfer to CPVCMD	(170,000.00)	-	-	(170,000.00)
05/10/23 Property Tax Receipt	148,861.96	362,174.70	-	511,036.66
05/25/23 Pledged Revenue Transfer - 2022A	-	(1,988,918.00)	-	(1,988,918.00)
05/25/23 Pledged Revenue Transfer - 2022B	-	(533,270.16)	-	(533,270.16)
05/31/23 Interest Income	16,392.50	10,476.60	7,205.00	34,074.10
06/10/23 Property Tax Receipt	135,579.74	199,387.99	-	334,967.73
Anticipated transfer to checking	(23,731.08)	-	(31,268.92)	(55,000.00)
Anticipated transfer to CPVCMD	(180,000.00)	-	-	(180,000.00)
<i>Anticipated Balance</i>	<u>3,870,423.39</u>	<u>595,626.84</u>	<u>1,726,726.34</u>	<u>6,192,776.57</u>
<b><u>First Western Trust Bank</u></b>				
Balance as of 04/30/23	-	-	1,060,128.59	1,060,128.59
Subsequent activities: none				
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>1,060,128.59</u>	<u>1,060,128.59</u>
<i>Anticipated Balances</i>	<u>\$ 3,899,982.67</u>	<u>\$ 595,626.84</u>	<u>\$ 3,164,784.35</u>	<u>\$ 7,660,393.86</u>
<b><u>FUNDS HELD BY MIDWEST ONE BANK:</u></b>				
	<b><u>2022A</u></b>	<b><u>2022B</u></b>	<b><u>Total</u></b>	
<b><u>2022 Loan Revenue Fund</u></b>				
Balance as of 04/30/23	\$ 1,589,636.89	\$ 689,365.00	\$ 2,279,001.89	
05/25/31 Pledged Revenue Transfer	1,988,918.00	533,270.16	2,522,188.16	
06/01/23 DS Payment	(887,658.75)	(395,632.50)	(1,283,291.25)	
<i>Anticipated Balance</i>	<u>2,690,896.14</u>	<u>827,002.66</u>	<u>3,517,898.80</u>	

CSAFE - Yield 5.08%  
Colotrust Plus- Yield 5.1483%  
Colotrust Prime - Yield 4.8665%  
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%

Central Platte Valley Metropolitan District  
 Schedule of May Payables as of May 30  
 Paid June 26, 2023

<u>Vendor</u>	<u>Invoice #</u>	<u>Date</u>	<u>Approval Status</u>	<u>Payment Status</u>	<u>Open Balance</u>
CliftonLarsonAllen LLP	3716033	4/30/2023	Approving	Unpaid	\$ 6,736.09
CliftonLarsonAllen LLP	3720172	4/30/2023	Approving	Unpaid	11,750.72
Cna Surety	15149240	5/27/2023	Approving	Unpaid	100.00
Miller and Associates Law Offices	641	4/30/2023	Approving	Unpaid	5,700.00
TK Elevator Corporation	6000641972	3/31/2023	Approving	Unpaid	31,268.92
				Grand Total:	<u>\$ 55,555.73</u>

**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	\$ (219,352.40)	\$ 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	3,408,521.11	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	181,911.29	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	1,210,753.91	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	906,730.67	3.75%	60.80%	906,730.67	6.23%	63.16%
June	-	-	-	-	-	-	-	-	2,679,414.35	0.00%	60.80%	2,679,414.35	36.70%	99.86%
July	-	-	-	-	-	-	-	-	43,895.95	0.00%	60.80%	43,895.95	0.25%	100.10%
August	-	-	-	-	-	-	-	-	46,067.51	0.00%	60.80%	46,067.51	0.10%	100.21%
September	-	-	-	-	-	-	-	-	37,827.98	0.00%	60.80%	37,827.98	-0.39%	99.81%
October	-	-	-	-	-	-	-	-	34,712.18	0.00%	60.80%	34,712.18	-0.49%	99.32%
November	-	-	-	-	-	-	-	-	32,628.32	0.00%	60.80%	32,628.32	-0.09%	99.24%
December	-	-	-	-	-	-	-	-	26,819.40	0.00%	60.80%	26,819.40	0.00%	99.24%
<b>Total</b>	<b>\$ 1,767,952.30</b>	<b>\$ (32,894.27)</b>	<b>\$ 159,486.56</b>	<b>\$ (248.81)</b>	<b>\$ (17,348.12)</b>	<b>\$ 3,538,866.72</b>	<b>\$ -</b>	<b>\$ 5,196,461.98</b>	<b>\$ 8,660,900.04</b>	<b>60.80%</b>	<b>60.80%</b>	<b>\$ 8,660,900.04</b>	<b>99.24%</b>	<b>99.24%</b>

Property Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 919,994	42.86%	\$ 497,217.58	54.05%
DEBT SERVICE	\$ 1,226,659	57.14%	\$ 662,956.96	54.05%
<b>DEBT SERVICE (debt only)</b>	<b>\$ 707,234</b>	<b>100.00%</b>	<b>\$ 574,883.49</b>	<b>81.29%</b>
	<b>\$ 2,853,887</b>		<b>\$ 1,735,058.03</b>	<b>60.80%</b>

Net Property Taxes	
486247.21	GENERAL FUND \$ 497,217.58
899223.25	DEBT SERVICE 1,237,840.45
	<b>\$ 1,735,058.03</b>

Tax rebates due to Denver County	
As of 1/1/2023	\$ 219,352.40
Amounts paid in 2023	(219,352.40)
<b>Total due as of 1/31/23</b>	<b>\$ -</b>

Specific Ownership Tax	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 419,630	100.00%	\$ 159,486.56	38.01%
	<b>\$ 419,630</b>	<b>100.00%</b>	<b>\$ 159,486.56</b>	<b>38.01%</b>

  

Treasurer's Fees	Taxes		Property Tax Collected	% Collected to Amt. Levied
	Levied	% of Levied		
GENERAL FUND	\$ 9,200	42.86%	\$ 4,970.83	54.03%
DEBT SERVICE	\$ 11,604	57.14%	\$ 6,627.78	57.12%
<b>DEBT SERVICE (debt only)</b>	<b>\$ 7,736</b>	<b>100.00%</b>	<b>\$ 5,749.51</b>	<b>74.32%</b>
	<b>\$ 28,540</b>		<b>\$ 17,348.12</b>	<b>60.79%</b>

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

TIF Tax	Taxes		TIF Tax Collected	% Collected to Amt. Budgeted
	Budgeted	% of Budgeted		
GENERAL FUND	\$ 2,373,757	42.86%	\$ 1,516,657.26	63.89%
DEBT SERVICE	\$ 3,165,009	57.14%	\$ 2,022,209.47	63.89%
	<b>\$ 5,538,766</b>	<b>100.00%</b>	<b>\$ 3,538,866.72</b>	<b>63.89%</b>

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**  
**April 30, 2023**

<u>By Classification</u>	<u>Balance at December 31, 2022</u>	<u>Additions</u>	<u>Transfers and Retirements</u>	<u>Balance at April 30, 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	-	-	12,406,276
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	-	-	35,947
Sidewalks/back of curb landscaping	1,001,323	-	-	1,001,323
Back-of-curb infrastructure/fixtures	185,386	-	-	185,386
Elevators	-	61,065	-	61,065
Total capital assets being depreciated	<u>21,520,017</u>	<u>61,065</u>	<u>-</u>	<u>21,581,082</u>
<b>Total capital assets</b>	<u>\$ 21,738,138</u>	<u>\$ 61,065</u>	<u>\$ -</u>	<u>\$ 21,799,203</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.

# Repair Work Order



## UNION GATEWAY BRIDGE

June 21, 2023

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

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 **Ninety Three Thousand Ninety Dollars and Thirty Cents (\$93,090.30)** 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	Door Operator Package	Performance
East	Door Operator Package	Performance

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.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 Operator Package:

TK Elevator will furnish and install a new LD16 closed-loop door operator on the elevators referenced above. The new door operator will provide feedback during each cycle of the doors to the elevator control system to ensure proper door closure under varying conditions such as temperature, humidity, and wind to ensure consistent operation and eliminate slamming, slow closes, and unpleasant noise.

## 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:		\$93,090.30
Initial progress payment:	(50%)	\$46,545.15
Total due upon completion:	(50%)	\$46,545.15



# 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.

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

Please contact \_\_\_\_\_ to schedule work at the following phone number \_\_\_\_\_



Cliftonlarsonallen Lp  
8390 E Crescent Pkwy Ste 300  
Greenwood Village CO, 80111-2811

Date	Terms	Reference ID	Customer Reference # / PO
June 21, 2023	Immediate	ACIA-23UD1VA	
	Total Contract Price:		\$93,090.30
	Down Payment:	(50%)	\$46,545.15

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.**

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Customer Name:	Cliftonlarsonallen Lp	Remit To:	
Location Name:	UNION GATEWAY BRIDGE	TK Elevator	
Customer Number:	8036374	PO Box 3796	
Quote Number:	2023-2-1532093	Carol Stream, IL	
		60132-3796	
Reference ID:	ACIA-23UD1VA		
Remittance Amount:	\$46,545.15		



# 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:

# Project Agreement

<b>Quote Number:</b>	CMK23-00674	May 16, 2023	Page 1 of 5
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<b>Customer:</b>	Central Platte Valley Metropolitan District
<b>Location:</b>	16 <sup>th</sup> Street Bridge Elevators 2098 16 <sup>th</sup> Street Denver, Colorado 80202
<b>Regarding:</b>	Elevator Cab Roof Packaged AC and Elevator Equipment Room Unit Heater Repairs

Thank you for the opportunity to provide solutions to your HVAC needs. We are pleased to offer our proposal to repair the existing packaged ACs on the roof of the elevator cabs and unit heater elevator equipment rooms on both sides of the bridge.

## OUR PROPOSAL INCLUDES THE FOLLOWING:

### 1. Providing the following:

- ◆ Two (2) new compressors
- ◆ Two (2) new capacitors
- ◆ Two (2) new thermostats
- ◆ Labor

### 2. Repairs to the east elevator cab ACs includes:

- ◆ Meeting elevator tech for access and shutting down elevator
- ◆ Shutting down equipment and isolation of power (Lock-Out/Tag-Out)
- ◆ Removing cover to unit for access to complete repairs
- ◆ Recovering refrigerant and haul away for proper disposal
- ◆ Disconnecting and removing compressor from unit and proper disposal
- ◆ Disconnecting and removing capacitor from unit and proper disposal
- ◆ Mounting and connecting new compressor to unit
- ◆ Pressure testing system with dry nitrogen
- ◆ Evacuation of system with vacuum pump
- ◆ Recharging system with new refrigerant
- ◆ Remounting and connecting removed panels
- ◆ Removing LO/TO and restoring power
- ◆ Startup and operational testing



<b>Quote Number:</b>	CMK23-00674	May 16, 2023	Page 2 of 5
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3. Replacement of unit heater thermostats includes:

- ◆ Shutting down unit and isolation of power (Lock-Out/Tag-Out)
- ◆ Disconnecting and removing thermostat
- ◆ Mounting and connecting new thermostat
- ◆ Removing LO/TO and restoring power
- ◆ Startup and operational testing



<b>Quote Number:</b>	CMK23-00674	May 16, 2023	Page 3 of 5
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**OUR PROPOSAL EXCLUDES THE FOLLOWING:**

1. Providing the labor and materials for work not detailed to be done in this project’s scope of work, including:
  - ◆ Providing labor after our normal business hours 8:00 am to 4:30 pm Monday through Friday

Due to the uncertain labor and material requirements, this proposal is being offered as a Top-Limit investment. At the completion of the project, LONG will review the project costs. If the actual costs are less than the estimated costs, LONG will provide final billing for the reduced investment.

**YOUR TOP-LIMIT INVESTMENT FOR THIS SCOPE OF WORK IS:**

Seven Thousand Five Hundred Dollars..... \$7,500.00

This price will be held firm for 30 days. Please review this proposal and let us know if you have any questions. If this proposal is acceptable, please sign below.

Thank you for selecting LONG Mechanical Solutions.

Your building technology partner

*Mike Poole*

Mike Poole  
Account Executive

Accepted by,

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_ PO# \_\_\_\_\_



<b>Quote Number:</b>	CMK23-00674	May 16, 2023	Page 4 of 5
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## TERMS AND CONDITIONS OF SALE

1. **OFFER AND ACCEPTANCE** – LONG Building Technologies, LONG Mechanical Solutions (LONG) offers to sell the equipment, materials and labor indicated in strict accordance with the terms and conditions stated herein. Submittal of a Purchase Order, contract or execution of this offer by Customer, or allowing LONG to commence work shall be deemed an acceptance of this offer, which offer and acceptance shall constitute a legally enforceable contract between Customer and LONG. Any additional or differing terms and conditions contained on Customer's Purchase Order or contract (whether or not such terms materially alter this offer) are hereby rejected by LONG and shall not become part of the contract between Customer and LONG unless expressly consented to in writing by LONG. This offer is subject to acceptance within 30 days after date proposed and is based on all work being performed during regular working hours unless stated differently in the offer.
2. **TERMS** – Terms of Payment for goods shipped and/or services rendered hereunder shall be NET 30 days on receipt of invoice. Credit card processing fees are not included. Processing fees charged to LONG resulting from Customer payment by credit card will be added to customer's invoices. LONG reserves the right to add to any account outstanding more than thirty (30) days a charge of one and one-half (1½%) percent of the principal amount due at the end of each thirty (30) day period.
3. **INVOICING** – LONG reserves the right to issue partial or complete invoices as material is furnished and as services are rendered.
4. **PERFORMANCE** – LONG shall not be liable for delays in delivery of equipment or performance of services hereunder where such failure or delay is due to the disapproval of LONG's Credit Analysis, strikes, fires, accidents, national emergency, failure to secure materials from the usual sources of supply, or any other circumstances beyond the control of LONG, whether of the causes enumerated above or not, which shall prevent LONG from making deliveries or performing services in the usual course of business. In the event of the disapproval of Credit or the occurrence of any of the above, LONG may, at its sole option, cancel Customer's Purchase Order or contract without any liability on the part of LONG. Alternatively, LONG may extend the time for its performance by a period equal to the duration of the cause underlying LONG's failure or delay. Receipt of the equipment or services by Customer upon its delivery shall constitute a waiver of all claims for delay.
5. **TAXES** – Prices quoted are exclusive of taxes unless specifically state differently in the scope of work proposal. The amount of any present or any future occupation, sales, use, service, excise or other similar tax which LONG shall be liable for either on its own behalf or on the behalf of the Customer, with respect to any orders for machinery or services, shall be in addition to the billing prices quoted and be paid by the Customer.
6. **WARRANTY** – On equipment, LONG will extend the manufacturer's warranty to our customer (typically up to 1 year, starting the date sold to LONG). LONG warrants installation craftsmanship, parts and materials for 90 days and will repair or replace, at LONG's option to fulfill the term of the initial warranty period. This warranty does not include loss of refrigerant, fuses, subcontracted services (example, crane), damages caused by customer misuse or abuse, acts of God, site electrical or other problems or after-hours warranty service labor. The warranty and liability set forth above are in lieu of all other warranties and liabilities, express or implied, in law or in fact. The warranties contained herein set forth customer's sole and exclusive remedy in the event of a defect in workmanship or materials.



<b>Quote Number:</b>	CMK23-00674	May 16, 2023	Page 5 of 5
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- 7. LIMITATION OF LIABILITY** – LONG will provide proof of liability insurance coverage per customer's request. LONG shall not be liable for any special, incidental or consequential damages. All claims, causes of action or legal proceedings against LONG arising from LONG's performance under this contract must be commenced by Customer within the express warranty period specified under Paragraph 6 hereof. Failure to commence any such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by Customer.
- 8. CANCELLATION** – Should customer cancel the project, LONG reserves the right to collect cancellation charges (including, but not limited to, all costs and expenses incurred, plus reasonable overhead and profit against any cancelled order or contract).
- 9. DISPUTES AND CHOICE OF LAW** – This contract shall be deemed to have entered into and shall be governed by the laws of the State of Colorado. All claims, disputes and controversies arising out of or relating to this contract, or the breach thereof, shall, in lieu of court action, be submitted to arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The site of the arbitration shall be Littleton, Colorado unless another site is mutually agreed between the parties. The parties agree that any party to the arbitration shall be entitled to discovery of the other party as provided by the Federal Rules of Civil Procedure; provided, however, that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association.
- 10. COSTS TO LONG** – In the event it becomes necessary for LONG to incur any costs or expenses in the collection of monies due to LONG from Customer, or to enforce any of its rights and privileges hereunder, Customer, upon demand, shall reimburse LONG for all such costs and expense (including, but not limited to, reasonable attorney's fees).
- 11. NON-SOLICIATION** – Both parties agree that during the term of this agreement and for a period of one year after termination, not to discuss, solicit, hire or in any way cause any employee of the other to consider terminating their employment with one party in favor of starting their own company to provide services similar to those included in this agreement or for direct employment by the other party. Should this clause be violated it is agreed that the offended party will be significantly damaged. The offending party agrees to reimburse the offended party a minimum compensation equivalent to the last 3 years of wages, benefits and training paid and attributed to the solicited former employee. This clause can only be waived by the prior written agreement of executives of both parties to this agreement.
- 12. ENTIRE AGREEMENT** - These terms and conditions, and the matter set forth on the face of LONG's offer to sell, constitute the entire agreement between LONG and Customer. No course of dealings or performances, or prior, concurrent or subsequent understandings, agreements of representations become part of this contract unless expressly agreed to in writing by an authorized representative of LONG.
- 13. ASSIGNMENT** – Customer shall not assign this contract or any interest therein without the prior written consent of LONG. Any actual or attempted assignment without LONG's consent shall entitle LONG, at its sole option, to cancel this contract and, in such event, LONG shall be entitled to payment for all work performed and materials furnished to the date of cancellation, as well as reasonable compensation for lost overhead and profits.