

BROADWAY STATION METROPOLITAN DISTRICT NOS. 1-3  
8390 E. Crescent Parkway, Suite 300  
Greenwood Village, CO 80111  
Phone: 303-779-5710

[www.broadwaystationmds.com](http://www.broadwaystationmds.com)

**NOTICE OF SPECIAL MEETING AND AGENDA**

**DATE:** Thursday, November 9, 2023  
**TIME:** 11:00 a.m.  
**LOCATION:** Via Microsoft Teams Videoconference

You can attend the meetings in the following ways:

- 1. Online Microsoft Teams Meeting via link below:

**ACCESS:** [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d)

- 2. To attend via telephone, dial 720-547-5281 and enter the following additional information:

Conference ID: 124 661 267#

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expires</u></b>
Mark Tompkins	President	May, 2027
Lisa Ingle	Vice President	May, 2025
Elizabeth Lee	Vice President	May, 2027
Tom Berger	Vice President	May, 2025
Dan Jacobs	Vice President	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. Consider appointment of officers.

President:

Secretary:

Treasurer:

Assistant Secretary:

Assistant Secretary:

---



---



---



---



---

- F. Review and consider approval of minutes from the September 25, 2023 Regular Meeting and the October 27, 2023 and November 1, 2023 Special Meetings (enclosed).
- G. Review and ratify updated minutes from the August 15, 2023 Special Meeting (enclosed).
- H. Review and consider adoption of Resolutions Regarding 2024 Annual Administrative Matters (enclosed).
- I. Discuss requirements of Section 32-1-809, C.R.S. and direct staff regarding compliance for 2024 (District Transparency Notice).

**II. FINANCIAL MATTERS**

- A. Conduct public hearings to consider amendments of the 2023 Budgets. If necessary, consider adoption of Resolutions to Amend the 2023 Budgets (District Nos. 1 and 3) (enclosed).
- B. Conduct public hearings on the proposed 2024 Budgets and consider adoption of Resolutions to Adopt the 2024 Budgets and Appropriate Sums of Money (enclosed).
- C. Approve and/or ratify approval of payment of claims in the amount of \$874,426.52 (District No. 1) (enclosed).
- D. Review and accept September 30, 2023 Unaudited Financial Statements (enclosed).
- E. Authorize Districts’ accountant to prepare and sign the DLG-70 Certifications of Tax Levies form for certification to the Board of County Commissioners and other interested parties.
- F. Consider appointment of Districts’ accountant to prepare 2025 Budgets.

- G. Consider approval of the engagement of Wipfli LLP to prepare the 2023 Audits (enclosed).

**III. LEGAL MATTERS**

**IV. ENGINEERING MATTERS**

**V. MANAGER MATTERS**

- A. Review and consider approval of CliftonLarsonAllen LLP Master Services Agreement and Statement(s) of Work for 2024 (enclosed).
- B. Discuss and consider approval of 2023-2024 Landscape Maintenance and Snow Removal Agreement with 8550 Engineering and Consulting, LLC (enclosed).
- C. Discuss and consider approval of 2024 insurance renewals and accept District No. 1 property schedule (enclosed).
- D. Consider authorization of renewing membership in the Special District Association for 2024.

**VI. DIRECTOR MATTERS**

**VII. OTHER BUSINESS**

**VIII. ADJOURNMENT**

**There are no more regular meetings scheduled in 2023.**

## RECORD OF PROCEEDINGS

---

MINUTES OF A REGULAR MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
BROADWAY STATION METROPOLITAN DISTRICT  
NOS. 1 - 3 (THE “DISTRICTS”)  
HELD  
SEPTEMBER 25, 2023

A consolidated regular meeting of the Boards of Directors of the Broadway Station Metropolitan District Nos. 1 – 3 (referred to hereafter collectively as the “Boards” and District Nos. 1-3 collectively as the “Districts”) was convened on September 25, 2023, at 1:00 p.m. This Districts’ Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

Mark Tompkins, President  
Lisa Ingle, Vice President  
Elizabeth Lee, Vice President  
Tom Berger, Vice President  
Dan Jacobs, Vice President

Also, In Attendance Were:

Anna Jones, Nic Carlson and Terri Boroviak; CliftonLarsonAllen LLP (“CLA”)  
Madison Phillips; Cockrel Ela Glesne Greher & Ruhland, P.C.

### ADMINISTRATIVE MATTERS

**Call to Order and Approval of Agenda:** Director Tompkins called the meeting to order at 1:04 p.m. Following review, upon a motion duly made by Director Tompkins, seconded by Director Jacobs and, upon vote, unanimously carried, the Boards approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:** It was reported that each Board member had previously filed a Disclosure of Potential Conflict of Interest Statement with the Secretary of State in accordance with statutory requirements. Such Statements generally set forth the Board member’s individual relationship with Broadway Station Partners, LLC (“BSP”), the developer of all land in the Districts, or other related entities. All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting in the form originally filed with the Boards.

**Quorum, Location of Meeting and Posting of Meeting Notice:** The Boards confirmed a quorum, the location of the meeting and the posting of the meeting notice.

**Public Comment:** None.

## RECORD OF PROCEEDINGS

---

**Approval of Minutes from the August 15, 2023 Special Meeting:** Following review, upon a motion duly made by Director Tompkins, seconded by Director Berger and, upon vote, unanimously carried, the Boards conditionally approved the meeting minutes from the August 15, 2023 Special Meeting, subject to the revisions discussed.

### FINANCIAL MATTERS

**Payment of Claims in the Amount of \$6,495,891.52 (District No. 1):** Ms. Boroviak reviewed the claims with the Board of District No. 1. Following review, upon a motion duly made by Director Tompkins, seconded by Director Berger and, upon vote, unanimously carried, the Board of District No. 1 approved and ratified the approval of payment of claims in the amount of \$6,495,891.52, as presented.

**June 30, 2023 Financial Statements:** Ms. Boroviak reviewed the financial statements with the Boards. Following review, upon a motion duly made by Director Tompkins, seconded by Director Ingle and, upon vote, unanimously carried, the Boards accepted the June 30, 2023 financial statements, as presented.

**2022 Audits:** Following review, upon a motion duly made by Director Lee, seconded by Director Ingle and, upon vote, unanimously carried, the Boards approved the 2022 Audits, as presented.

### LEGAL MATTERS

**Resolution Regarding Reimbursements from Future Bond Issue (District No. 3):** Attorney Phillips and Director Tompkins reviewed the Resolution with the Board of District No. 3. Following review, upon a motion duly made by Director Tompkins, seconded by Director Lee and, upon vote, unanimously carried, the Board of District No. 3 approved the Resolution Regarding Reimbursements from Future Bond Issue, as presented.

### ENGINEERING MATTERS

None.

### MANAGER MATTERS

None.

### DIRECTOR MATTERS

**Change Order #28 for Kentucky Avenue Bridge Tennessee Avenue Waterline from Kraemer North America, Inc. in the Amount of \$502,173.34:** Director Berger reviewed the Change Order with the Boards, noting that the work was for a water main extension and expects the work to be completed in the fall. Following review, upon a motion duly made by Director Ingle, seconded by Director Berger and, upon vote, unanimously carried, the Boards ratified the approval of Change Order #28 for Kentucky Avenue Bridge Tennessee Avenue Waterline from Kraemer North America, Inc. in the Amount of \$502,173.34, as presented.

## RECORD OF PROCEEDINGS

---

### OTHER BUSINESS

**Reschedule December 25<sup>th</sup> Meeting to November:** It was noted that CLA will poll the Boards' availability for dates in November for the 2024 Budget hearing.

Director Tompkins provided an update to the Boards regarding discussions with the City of Denver and Denver Urban Renewal Authority concerning Filing 4 infrastructure improvements.

Director Tompkins informed the Boards that the 2023 JSB Bond disclosures are underway and the bonds are anticipated to close in late October.

### ADJOURNMENT

There being no further business, upon a motion duly made by Director Jacobs, seconded by Director Berger and, upon vote, unanimously carried, the Boards adjourned the meeting at 1:31 p.m.

Respectfully submitted,

---

Secretary for the Meeting

## RECORD OF PROCEEDINGS

---

MINUTES OF A SPECIAL MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
BROADWAY STATION METROPOLITAN DISTRICT  
NOS. 1 - 3 (THE “DISTRICTS”)  
HELD  
OCTOBER 27, 2023

A consolidated special meeting of the Boards of Directors of the Broadway Station Metropolitan District Nos. 1 – 3 (referred to hereafter collectively as the “Boards” and District Nos. 1-3 collectively as the “Districts”) was convened on October 27, 2023, at 2:00 p.m. This Districts’ Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

Mark Tompkins, President  
Lisa Ingle, Vice President, Secretary  
Elizabeth Lee, Vice President, Treasurer  
Tom Berger, Vice President, Assistant Secretary/Treasurer  
Dan Jacobs, Vice President, Assistant Secretary/Treasurer

Also, In Attendance Were:

Anna Jones and Nic Carlson; CliftonLarsonAllen LLP (“CLA”)  
Nick Taylor and Steph Chichester; North Slope Capital Advisors  
Shelby Noble; Piper Sandler & Co.  
David Lucas; Sherman & Howard L.L.C.  
Paul Cockrel; Cockrel Ela Glesne Greher & Ruhland, P.C.

### ADMINISTRATIVE MATTERS

**Call to Order and Approval of Agenda:** Director Lee called the meeting to order at 2:03 p.m. Following review, upon a motion duly made by Director Lee, seconded by Director Ingle and, upon vote, unanimously carried, the Boards approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:** It was reported that each Board member had previously filed a Disclosure of Potential Conflict of Interest Statement with the Secretary of State in accordance with statutory requirements. Such Statements generally set forth the Board member’s individual relationship with Broadway Station Partners, LLC (“BSP”), the developer of all land in the Districts, or other related entities. All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting in the form originally filed with the Boards. It was noted that Director Tompkins will abstain from all actions relating to the District No. 3 Series 2023A Bond transaction because of his insubstantial ownership interest

## RECORD OF PROCEEDINGS

---

in BSP and the partial use of bond proceeds to repay the loan previously made by BSP.

**Quorum, Location of Meeting and Posting of Meeting Notice:** The Boards confirmed a quorum, the location of the meeting and the posting of the meeting notice.

**Public Comment:** None.

### LEGAL MATTERS

**Parameters Resolution for Series 2023 Bonds (District No. 3):** Attorney Cockrel and Attorney Lucas reviewed the details of the attached Parameters Resolution and accompanying Bond documents with the Board of District No. 3. Following review, upon a motion duly made by Director Lee, seconded by Director Jacobs, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Board of District No. 3 adopted and approved the attached Parameters Resolution for Series 2023 Bonds and the accompanying Bond documents, as presented.

**Escrow Agreement (District No. 1):** Following review, upon a motion duly made by Director Lee, seconded by Director Jacobs, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Board of District No. 1 approved the attached Escrow Agreement, as presented.

### OTHER BUSINESS

It was noted that a special meeting is scheduled for November 1, 2023 at 9:00 a.m.

### ADJOURNMENT

There being no further business, upon a motion duly made by Director Lee, seconded by Director Ingle and, upon vote, unanimously carried, the Boards adjourned the meeting at 2:27 p.m.

Respectfully submitted,

\_\_\_\_\_  
Secretary for the Meeting



## RECORD OF PROCEEDINGS

---

MINUTES OF A SPECIAL MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
BROADWAY STATION METROPOLITAN DISTRICT  
NOS. 1 - 3 (THE “DISTRICTS”)  
HELD  
NOVEMBER 1, 2023

A consolidated special meeting of the Boards of Directors of the Broadway Station Metropolitan District Nos. 1 – 3 (referred to hereafter collectively as the “Boards” and District Nos. 1-3 collectively as the “Districts”) was convened on November 1, 2023, at 9:00 a.m. This Districts’ Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

Directors In Attendance Were:

Mark Tompkins, President  
Lisa Ingle, Vice President, Secretary  
Elizabeth Lee, Vice President, Treasurer  
Tom Berger, Vice President, Assistant Secretary/Treasurer  
Dan Jacobs, Vice President, Assistant Secretary/Treasurer

Also, In Attendance Were:

Anna Jones; CliftonLarsonAllen LLP (“CLA”)  
David Lucas; Sherman & Howard L.L.C.  
Paul Cockrel and Madison Phillips; Cockrel Ela Glesne Greher & Ruhland, P.C.

### ADMINISTRATIVE MATTERS

**Call to Order and Approval of Agenda:** The meeting was called to order at 9:00 a.m. Following review, upon a motion duly made by Director Berger, seconded by Director Jacobs and, upon vote, unanimously carried, the Boards approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:** It was reported that each Board member had previously filed a Disclosure of Potential Conflict of Interest Statement with the Secretary of State in accordance with statutory requirements. Such Statements generally set forth the Board member’s individual relationship with Broadway Station Partners, LLC (“BSP”), the developer of all land in the Districts, or other related entities. All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting in the form originally filed with the Boards. It was noted that Director Tompkins will abstain from all actions relating to the District No. 3 Series 2023A Bond transaction because of his insubstantial ownership interest in BSP and the partial use of bond proceeds to repay the loan previously made by BSP.

**Quorum, Location of Meeting and Posting of Meeting Notice:** The Boards

## RECORD OF PROCEEDINGS

---

confirmed a quorum, the location of the meeting and the posting of the meeting notice.

**Public Comment:** None.

### LEGAL MATTERS

**Amendment No. 7 to Reimbursement Agreement for Public Infrastructure Funding with Broadway Station Partners, LLC:** Attorney Cockrel reviewed the attached amendment to the Reimbursement Agreement with the Boards. Following review, upon a motion duly made by Director Lee, seconded by Director Berger, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Boards approved Amendment No. 7 to Reimbursement Agreement for Public Infrastructure Funding with Broadway Station Partners, LLC, as presented.

**Consent Agreement with Broadway Station Partners, LLC:** Attorney Cockrel reviewed the attached Consent Agreement with the Boards. Following review, upon a motion duly made by Director Lee, seconded by Director Berger, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Boards approved the Consent Agreement with Broadway Station Partners, LLC, as presented.

**Denver Urban Renewal Authority Bond Consent Agreement between District No. 1 and District No. 3:** Attorney Cockrel reviewed the attached Consent Agreement with the Boards. Following review, upon a motion duly made by Director Lee, seconded by Director Berger, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Boards approved the Denver Urban Renewal Authority Bond Consent Agreement between District No. 1 and District No. 3, as presented.

**Resolution Authorizing Issuance and Sale of Broadway Station Metropolitan District No. 3 Tax Increment Supported Revenue Bonds, Series 2023A originally adopted on October 27, 2023, along with any other bond closing documents requiring action by any of the Boards:** Attorney Lucas reviewed the attached Resolution with the Boards. Following review, upon a motion duly made by Director Lee, seconded by Director Berger, with a vote of Directors Ingle, Lee, Berger, and Jacobs yea with Director Tompkins abstaining, the Boards ratified the approval of the Resolution Authorizing Issuance and Sale of Broadway Station Metropolitan District No. 3 Tax Increment Supported Revenue Bonds, Series 2023A originally adopted on October 27, 2023, along with any other bond closing documents requiring action by any of the Boards, as presented.

### OTHER BUSINESS

It was noted that UMB Bank will hold the original bond documents in their vault once fully executed.

**RECORD OF PROCEEDINGS**

---

ADJOURNMENT

There being no further business, upon a motion duly made by Director Berger, seconded by Director Ingle and, upon vote, unanimously carried, the Boards adjourned the meeting at 9:23 a.m.

Respectfully submitted,

---

Secretary for the Meeting

## RECORD OF PROCEEDINGS

---

MINUTES OF A SPECIAL MEETING OF  
THE BOARDS OF DIRECTORS OF THE  
BROADWAY STATION METROPOLITAN DISTRICT  
NOS. 1 - 3 (THE "DISTRICTS")  
HELD  
AUGUST 15, 2023

A consolidated special meeting of the Boards of Directors of the Broadway Station Metropolitan District Nos. 1 – 3 (referred to hereafter collectively as the "Boards" and District Nos. 1-3 collectively as the "Districts") was convened on August 15, 2023, at 3:00 p.m. This Districts' Board meeting was held via Microsoft Teams. The meeting was open to the public.

### ATTENDANCE

#### Directors In Attendance Were:

Mark Tompkins, President

Lisa Ingle, Secretary

Elizabeth Lee, Treasurer

Tom Berger, Assistant Secretary/Treasurer

Dan Jacobs, Assistant Secretary/Treasurer

#### Also, In Attendance Were:

Nic Carlson and Terri Boroviak; CliftonLarsonAllen LLP ("CLA")

Paul Cockrel; Cockrel Ela Glesne Greher & Ruhland, P.C.

### ADMINISTRATIVE MATTERS

**Call to Order and Approval of Agenda:** Director Tompkins called the meeting to order at 3:02 p.m. Following review, upon a motion duly made by Director Ingle, seconded by Director Jacobs and, upon vote, unanimously carried, the Boards approved the agenda, as presented.

**Disclosures of Potential Conflicts of Interest:** It was reported that each Board member had previously filed a Disclosure of Potential Conflict of Interest Statement with the Secretary of State in accordance with statutory requirements. Such Statements generally set forth the Board member's individual relationship with Broadway Station Partners, LLC ("BSP"), the developer of all land in the Districts, or other related entities. All Disclosure of Potential Conflict of Interest Statements, whether filed for this meeting or previously, are deemed continuing in nature and are incorporated into the record of the meeting in the form originally filed with the Boards.

**Quorum, Location of Meeting and Posting of Meeting Notice:** The Boards confirmed a quorum, the location of the meeting and the posting of the meeting notice.

**Public Comment:** None.

## RECORD OF PROCEEDINGS

---

**Revision of Minutes from the March 27, 2023 Regular Meeting and Minutes from the June 26, 2023 Regular Meeting:** Following review, upon a motion duly made by Director Berger, seconded by Director Ingle and, upon vote, unanimously carried, the Boards approved the revision of the minutes from the March 27, 2023 Regular Meeting and minutes from the June 26, 2023 Regular Meeting, as presented.

### FINANCIAL MATTERS

**Pending Bond Transactions:** Director Tompkins provided an update to the Boards regarding the District's pending bond transactions, noting that Piper Sandler has revised the bond issuance schedule to reflect a target closing of October 10, 2023. The market study is expected in the coming days. He noted that the Denver Urban Renewal Authority has confirmed that \$7,000,000 of accrued interest is available on the junior subordinate bonds.

Director Ingle provided an update to the Boards regarding extended reports 8 and 10, noting that the Lane 5 approval is expected in the coming weeks.

### LEGAL MATTERS

**Resolution Regarding Reimbursements from Future Bond Issue:** Attorney Cockrel reviewed the Resolution with the Board, a copy of which is attached hereto and incorporated herein. Following review, upon a motion duly made by Director Tompkins, seconded by Director Berger and, upon vote, unanimously carried, the Boards adopted the Resolution Regarding Reimbursements from Future Bond Issue, as presented.

### ENGINEERING MATTERS

Director Berger stated that Kraemer North America, Inc. is prepared to begin the Lane 5 project as early as Labor Day. Because of funding delays, he is investigating the feasibility to begin the project with the original commencement schedule and will draft a memo addressed to the Board when more details are available.

### MANAGER MATTERS

None.

### DIRECTOR MATTERS

None.

### OTHER BUSINESS

None.

### ADJOURNMENT

There being no further business, upon a motion duly made by Director Jacobs, seconded by Director Berger and, upon vote, unanimously carried, the Boards adjourned the meeting at 3:22 p.m.

Respectfully submitted,

## RECORD OF PROCEEDINGS

---

DocuSigned by:

*Lisa Ingle*

4BA0B5FF6B5745D...

Secretary for the Meeting

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF  
BROADWAY STATION METROPOLITAN DISTRICT NO. 1 (2024)**

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

At a special meeting of the Board of Directors (the “**Board**”) of the Broadway Station Metropolitan District No. 1 (the “**District**”), City and County of Denver, Colorado, held at 11:00 a.m., on November 9, 2023, via Microsoft Teams:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d); there were present:

- Mark Tompkins
- Lisa Ingle
- Elizabeth Lee
- Tom Berger
- Dan Jacobs

Absent: [REDACTED].

Also present were: [REDACTED].

When the following proceedings were had and done, to wit:

It was moved by Director [REDACTED] to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Denver County (the “**County**”), Colorado, and is located entirely within said County and within the City of Denver (the “**City**”); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-101, *et seq.* C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the “**Division**”); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1<sup>st</sup> of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year, provide notice to the eligible electors of the District (the “**Transparency Notice**”), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any web site on which the special district’s election results will be posted.



The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official web site of the special district if there is a link to the district's web site on the official web site of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15<sup>th</sup>; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the Town and ; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1<sup>st</sup>; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, *et seq.*, C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be

designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines “Official Custodian” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BROADWAY STATION METROPOLITAN DISTRICT NO. 1, CITY AND COUNTY OF DENVER, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Daily Journal* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board determines to hold regular meetings on the [first] \_\_\_\_\_ day of every month at \_\_\_\_\_.
4. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District’s management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.
5. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District’s accountant to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1<sup>st</sup>.

7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, City and the Special District Association between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year.

8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15<sup>th</sup> for the following year, and, in cooperation with general counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15<sup>th</sup>; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

10. The Board directs the District's management to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1<sup>st</sup> or earlier if required by the City.

11. The Board directs the District's accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1<sup>st</sup>, if applicable.

12. The Board directs the District's management to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

13. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31<sup>st</sup>, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to engage an accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31<sup>st</sup> in accordance with § 29-1-604, C.R.S.

14. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15<sup>th</sup>.

15. The Board directs the District's general counsel to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1<sup>st</sup>, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

16. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

17. The Board directs the District's general counsel to prepare and file with the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

18. The District hereby elects the following officers for the District:

President/Chair of the Board [REDACTED]  
 Secretary/Treasurer – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]

19. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

20. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

21. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.

22. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

23. The Board continues the engagement of CliftonLarsonAllen to provide accounting and management services for the District.

24. [The Board renews the engagement of \_\_\_\_\_ to provide engineering services for the District.]

25. The Board designates the District' management to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREUPON, the motion was seconded by Director \_\_\_\_\_ and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATION**

I, [REDACTED], Secretary of the Board of Directors of the Broadway Station Metropolitan District No. 1, City and County of Denver, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of the Broadway Station Metropolitan District No. 1.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Secretary



**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF  
BROADWAY STATION METROPOLITAN DISTRICT NO. 2 (2024)**

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

At a special meeting of the Board of Directors (the “**Board**”) of the Broadway Station Metropolitan District No. 2 (the “**District**”), City and County of Denver, Colorado, held at 11:00 a.m., on November 9, 2023, via Microsoft Teams: [https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d); there were present:

- Mark Tompkins
- Lisa Ingle
- Elizabeth Lee
- Tom Berger
- Dan Jacobs

Absent: [REDACTED].

Also present were: [REDACTED].

When the following proceedings were had and done, to wit:

It was moved by Director [REDACTED] to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Denver County (the “**County**”), Colorado, and is located entirely within said County and within the City of Denver (the “**City**”); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-101, *et seq.* C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the “**Division**”); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1<sup>st</sup> of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year, provide notice to the eligible electors of the District (the “**Transparency Notice**”), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any web site on which the special district’s election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official web site of the special district if there is a link to the district's web site on the official web site of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15<sup>th</sup>; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the Town and ; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1<sup>st</sup>; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, *et seq.*, C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be

designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines “Official Custodian” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BROADWAY STATION METROPOLITAN DISTRICT NO. 2, CITY AND COUNTY OF DENVER, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Daily Journal* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board determines to hold regular meetings on the [first] \_\_\_\_\_ day of every month at \_\_\_\_\_.
4. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District’s management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.
5. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District’s accountant to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1<sup>st</sup>.

7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, City and the Special District Association between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year.

8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15<sup>th</sup> for the following year, and, in cooperation with general counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15<sup>th</sup>; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

10. The Board directs the District's management to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1<sup>st</sup> or earlier if required by the City.

11. The Board directs the District's accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1<sup>st</sup>, if applicable.

12. The Board directs the District's management to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

13. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31<sup>st</sup>, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to engage an accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31<sup>st</sup> in accordance with § 29-1-604, C.R.S.

14. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15<sup>th</sup>.

15. The Board directs the District's general counsel to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1<sup>st</sup>, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

16. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

17. The Board directs the District's general counsel to prepare and file with the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

18. The District hereby elects the following officers for the District:

President/Chair of the Board [REDACTED]  
 Secretary/Treasurer – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]

19. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

20. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

21. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.

22. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

23. The Board continues the engagement of CliftonLarsonAllen to provide accounting and management services for the District.

24. [The Board renews the engagement of \_\_\_\_\_ to provide engineering services for the District.]

25. The Board designates the District' management to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREUPON, the motion was seconded by Director \_\_\_\_\_ and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.



ADOPTED AND APPROVED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATION**

I, [REDACTED], Secretary of the Board of Directors of the Broadway Station Metropolitan District No. 2, City and County of Denver, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of the Broadway Station Metropolitan District No. 2.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Secretary

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF  
BROADWAY STATION METROPOLITAN DISTRICT NO. 3 (2024)**

STATE OF COLORADO )  
 ) ss.  
CITY AND COUNTY OF DENVER )

At a special meeting of the Board of Directors (the “**Board**”) of the Broadway Station Metropolitan District No. 3 (the “**District**”), City and County of Denver, Colorado, held at 11:00 a.m., on November 9, 2023, via Microsoft Teams:

[https://teams.microsoft.com/l/meetup-join/19%3ameeting\\_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d](https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzMwMWFjODctZDZiNS00NWU0LWI4YzktNzViNjJhZGFjZjVl%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d); there were present:

- Mark Tompkins
- Lisa Ingle
- Elizabeth Lee
- Tom Berger
- Dan Jacobs

Absent: [REDACTED].

Also present were: [REDACTED].

When the following proceedings were had and done, to wit:

It was moved by Director [REDACTED] to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Denver County (the “**County**”), Colorado, and is located entirely within said County and within the City of Denver (the “**City**”); and

WHEREAS, the Board has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-101, *et seq.* C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the “**Division**”); and

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1<sup>st</sup> of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year, provide notice to the eligible electors of the District (the “**Transparency Notice**”), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any web site on which the special district’s election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official web site of the special district if there is a link to the district's web site on the official web site of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15<sup>th</sup>; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the Town and ; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State Auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1<sup>st</sup>; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, *et seq.*, C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant and management for the District to assist with providing financial services and to assist with the financial operations and to manage the affairs of the District, and who shall also be

designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines “Official Custodian” to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BROADWAY STATION METROPOLITAN DISTRICT NO. 3, CITY AND COUNTY OF DENVER, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Daily Journal* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board determines to hold regular meetings on the [first] \_\_\_\_\_ day of every month at \_\_\_\_\_.
4. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District’s management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.
5. The Board directs the District’s management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District’s liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District’s accountant to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.

6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1<sup>st</sup>.

7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, City and the Special District Association between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year.

8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

9. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15<sup>th</sup> for the following year, and, in cooperation with general counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15<sup>th</sup>; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

10. The Board directs the District's management to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1<sup>st</sup> or earlier if required by the City.

11. The Board directs the District's accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1<sup>st</sup>, if applicable.

12. The Board directs the District's management to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

13. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31<sup>st</sup>, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to engage an accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31<sup>st</sup> in accordance with § 29-1-604, C.R.S.



14. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15<sup>th</sup>.

15. The Board directs the District's general counsel to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1<sup>st</sup>, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

16. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

17. The Board directs the District's general counsel to prepare and file with the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

18. The District hereby elects the following officers for the District:

President/Chair of the Board [REDACTED]  
 Secretary/Treasurer – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]  
 Assistant Secretary – [REDACTED]

19. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

20. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

21. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.

22. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

23. The Board continues the engagement of CliftonLarsonAllen to provide accounting and management services for the District.

24. [The Board renews the engagement of \_\_\_\_\_ to provide engineering services for the District.]

25. The Board designates the District' management to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

WHEREUPON, the motion was seconded by Director \_\_\_\_\_ and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 9<sup>th</sup> DAY OF NOVEMBER, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATION**

I, [REDACTED], Secretary of the Board of Directors of the Broadway Station Metropolitan District No. 3, City and County of Denver, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of the Broadway Station Metropolitan District No. 3.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at the City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

\_\_\_\_\_  
Secretary

**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**

**RESOLUTION TO AMEND 2023 BUDGET**

WHEREAS, the Board of Directors of Broadway Station Metropolitan District No. 1 adopted the budget and appropriated funds for the 2023 fiscal year as follows:

General Fund	\$216,000
--------------	-----------

WHEREAS, additional expenditures in the General Fund are necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the General Fund (or from surplus funds in the General Fund).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Broadway Station Metropolitan District No. 1 hereby adopts a supplemental budget and appropriation for the 2023 fiscal year as follows:

General Fund	\$243,083
--------------	-----------

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the General Fund (and from transfers from the General Fund) in accordance with the provisions of §29-1-109, C.R.S.

Dated this 9<sup>th</sup> day of November, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**

**RESOLUTION TO AMEND 2023 BUDGET**

WHEREAS, the Board of Directors of Broadway Station Metropolitan District No. 3 adopted the budget and appropriated funds for the 2023 fiscal year as follows:

General Fund	\$52,361
Capital Projects Fund	\$21,312,038

WHEREAS, additional expenditures in the General and Capital Projects Funds are necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the General and Capital Projects Funds (or from surplus funds in the General and Capital Projects Funds).

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Broadway Station Metropolitan District No. 3 hereby adopts a supplemental budget and appropriation for the 2023 fiscal year as follows:

General Fund	\$54,576
Capital Projects Fund	\$23,059,597

BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the General and Capital Projects Funds (and from transfers from the General and Capital Projects Funds) in accordance with the provisions of §29-1-109, C.R.S.

Dated this 9<sup>th</sup> day of November, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
Chairman

Attest:

\_\_\_\_\_  
Secretary



**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2024**

**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 124,245	\$ 7,702,708	\$ 6,595,497	\$ 6,595,497	\$ 58,668
REVENUES					
Transfers from District No. 2	107,024	1,656,683	102,945	105,193	1,663,097
Transfers from District No. 3	6,492,054	21,264,157	5,611,620	18,054,252	32,986,269
Transfers from District No. 2 - Regional Mill Levy	31,896	10,267	10,294	10,294	11,229
Transfers from District No. 3 - Regional Mill Levy	67,517	4,965	4,918	4,965	16,070
Interest income	24,485	-	127,135	253,500	253,022
Developer advance	10,000,000	-	-	-	-
Other revenue	-	2,000	4,655	255	2,000
Total revenues	<u>16,722,976</u>	<u>22,938,072</u>	<u>5,861,567</u>	<u>18,428,459</u>	<u>34,931,687</u>
Total funds available	<u>16,847,221</u>	<u>30,640,780</u>	<u>12,457,064</u>	<u>25,023,956</u>	<u>34,990,355</u>
EXPENDITURES					
General Fund	125,508	216,000	135,025	243,083	297,500
Capital Projects Fund	10,126,216	30,379,657	10,027,947	24,722,205	25,318,750
Total expenditures	<u>10,251,724</u>	<u>30,595,657</u>	<u>10,162,972</u>	<u>24,965,288</u>	<u>25,616,250</u>
Total expenditures and transfers out requiring appropriation	<u>10,251,724</u>	<u>30,595,657</u>	<u>10,162,972</u>	<u>24,965,288</u>	<u>25,616,250</u>
ENDING FUND BALANCES	<u>\$ 6,595,497</u>	<u>\$ 45,123</u>	<u>\$ 2,294,092</u>	<u>\$ 58,668</u>	<u>\$ 9,374,105</u>
EMERGENCY RESERVE	\$ 4,900	\$ 4,900	\$ 4,600	\$ 4,900	\$ 8,800
AVAILABLE FOR OPERATIONS	133,651	24,171	152,217	51,768	43,668
TOTAL RESERVE	<u>\$ 138,551</u>	<u>\$ 29,071</u>	<u>\$ 156,817</u>	<u>\$ 56,668</u>	<u>\$ 52,468</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 1  
PROPERTY TAX SUMMARY INFORMATION  
2024 BUDGET  
WITH 2022 ACTUAL AND 2023 ESTIMATED  
For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
State assessed	\$ -	\$ -	\$ -	\$ -	\$ 60
Vacant land	-	30	30	30	1,230
Less TIF District Increment	-	-	-	-	(929)
Certified Assessed Value	<u>\$ -</u>	<u>\$ 30</u>	<u>\$ 30</u>	<u>\$ 30</u>	<u>\$ 361</u>
<b>MILL LEVY</b>					
General	0.000	0.000	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
<b>PROPERTY TAXES</b>					
General	\$ -	\$ -	\$ -	\$ -	\$ -
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ -	\$ -	\$ -	\$ -	\$ -
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 103,579	\$ 84,269	\$ 138,551	\$ 138,551	\$ 56,668
REVENUES					
Transfers from District No. 2	107,024	106,683	102,945	105,193	113,097
Transfers from District No. 3	53,456	52,119	49,367	54,252	175,181
Interest income	-	-	724	1,500	3,022
Other revenue	-	2,000	255	255	2,000
Total revenues	<u>160,480</u>	<u>160,802</u>	<u>153,291</u>	<u>161,200</u>	<u>293,300</u>
Total funds available	<u>264,059</u>	<u>245,071</u>	<u>291,842</u>	<u>299,751</u>	<u>349,968</u>
EXPENDITURES					
General and administrative					
Accounting	33,208	25,000	10,389	25,000	27,500
Auditing	15,750	15,700	-	16,800	18,500
Administration fees	-	-	18,000	18,000	20,000
Dues and membership	1,197	5,000	1,111	1,111	2,500
Insurance	10,118	20,000	13,672	13,672	20,000
District management	26,559	50,000	20,823	42,000	50,000
Legal	30,006	40,000	34,228	70,000	60,000
Miscellaneous	1,079	1,300	4,190	8,000	2,500
Paying agent fees	-	-	7,000	-	-
Contingency	-	50,000	-	-	46,500
Snow removal	-	-	5,472	8,500	10,000
Utilities	7,591	9,000	20,140	40,000	40,000
Total expenditures	<u>125,508</u>	<u>216,000</u>	<u>135,025</u>	<u>243,083</u>	<u>297,500</u>
Total expenditures and transfers out requiring appropriation	<u>125,508</u>	<u>216,000</u>	<u>135,025</u>	<u>243,083</u>	<u>297,500</u>
ENDING FUND BALANCES	<u>\$ 138,551</u>	<u>\$ 29,071</u>	<u>\$ 156,817</u>	<u>\$ 56,668</u>	<u>\$ 52,468</u>
EMERGENCY RESERVE	\$ 4,900	\$ 4,900	\$ 4,600	\$ 4,900	\$ 8,800
AVAILABLE FOR OPERATIONS	133,651	24,171	152,217	51,768	43,668
TOTAL RESERVE	<u>\$ 138,551</u>	<u>\$ 29,071</u>	<u>\$ 156,817</u>	<u>\$ 56,668</u>	<u>\$ 52,468</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 20,666	\$ 7,618,439	\$ 6,456,946	\$ 6,456,946	\$ 2,000
REVENUES					
Interest income	24,485	-	126,411	252,000	250,000
Developer advance	10,000,000	-	-	-	-
Transfers from District No. 2	-	1,550,000	-	-	1,550,000
Transfers from District No. 3	6,438,598	21,212,038	5,562,253	18,000,000	32,811,088
Transfers from District No. 2 - Regional Mill Levy	31,896	10,267	10,294	10,294	11,229
Transfers from District No. 3 - Regional Mill Levy	67,517	4,965	4,918	4,965	16,070
Other revenue	-	-	4,400	-	-
Total revenues	<u>16,562,496</u>	<u>22,777,270</u>	<u>5,708,276</u>	<u>18,267,259</u>	<u>34,638,387</u>
Total funds available	<u>16,583,162</u>	<u>30,395,709</u>	<u>12,165,222</u>	<u>24,724,205</u>	<u>34,640,387</u>
EXPENDITURES					
General and Administrative					
Accounting	51,358	25,000	31,162	62,500	68,750
Insurance	540	-	-	-	-
Legal	474,550	250,000	313,996	525,000	250,000
Capital Projects					
Capital outlay	9,599,768	19,704,657	9,682,789	13,286,483	25,000,000
Principal loan payment - BSP	-	10,000,000	-	10,000,000	-
Interest loan payment - BSP	-	400,000	-	848,222	-
Total expenditures	<u>10,126,216</u>	<u>30,379,657</u>	<u>10,027,947</u>	<u>24,722,205</u>	<u>25,318,750</u>
Total expenditures and transfers out requiring appropriation	<u>10,126,216</u>	<u>30,379,657</u>	<u>10,027,947</u>	<u>24,722,205</u>	<u>25,318,750</u>
ENDING FUND BALANCES	<u>\$ 6,456,946</u>	<u>\$ 16,052</u>	<u>\$ 2,137,275</u>	<u>\$ 2,000</u>	<u>\$ 9,321,637</u>

**BROADWAY STATION METRO DISTRICT NO. 1  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 2 (“District No. 2”) and Broadway Station Metropolitan District No. 3 (“District No. 3” and together with the District and District No. 2, the “Districts”), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District’s service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**Revenues**

**Transfers from District No. 2**

The District anticipates the collection of taxes in District No. 2, which will be transferred to the District to fund operations of both Districts and proposed infrastructure to be built.

**Transfers from District No. 3**

The District anticipates the collection of taxes in District No. 3, which will be transferred to the District to fund operations of both Districts and proposed infrastructure to be built.

**Tax Increment Financing**

Tax increment financing reimbursement will go through a waterfall before reimbursement to the District’s and is as follows

1. Annual DURA priority fee
2. Payment to DURA for DPS advance, including 8% simple interest
3. Once these items are paid, DURA will begin making payments on the JSB’s, and is expected to begin in 2025

**BROADWAY STATION METRO DISTRICT NO. 1  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Regional Mill Levy Transfers**

Improvements may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**Expenditures (Continued)**

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**Debt and Leases**

The District does not have any operating or capital leases.

**Loan Agreements**

The District has entered into a loan agreement with Broadway Station Partners, LLC dated 9/22/22 in the amount of \$3,000,000 and an additional \$7,000,000 30 days after the loan closing date. The principal balance of any Note amounts outstanding shall be paid to BSP exclusively from Bond Funds on March 31, 2023 (the "Maturity Date") and interest rate of 8%.

Calculation of Interest. Interest on the Loan shall be computed on an annual (ACT/360) basis and shall accrue as of the Note disbursement date; that is, by applying the ratio of the interest rate over a year of 360 days and then multiplying such ratio by the product of the outstanding principal balance and the actual number of days the principal balance is outstanding. Interest on each Note shall be taxable and shall be separately calculated for purposes of determining the aggregate unpaid principal balance on the Note and shall compound annually from the Note disbursement date.

Use of Loan Proceeds. The District shall use the proceeds of the Loan to pay invoices from contractors and vendors for "Reimbursable Project Costs" as such term is defined in the Redevelopment Agreement dated October 18, 2017 (the "Redevelopment Agreement") between the District and the Denver Urban Renewal Authority.

**BROADWAY STATION METRO DISTRICT NO. 1  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Loan Agreements (continued)**

The District shall have the right to prepay the amount of Five Million and no/100 Dollars (\$5,000,000.00) of the Loan as evidenced by the Second Note, together with interest thereon, at any time between the Second Draw Date and sixty (60) days after the Second Draw Date, without penalty. The District shall have no other right to prepay the Loan. Any such prepayment shall be applied first to interest accruals on the Notes (unless Bond Funds are being used to fund such prepayment), then to the outstanding principal balance on the First Note, and then to the outstanding principal balance on the Second Note.

**Reserves**

**Emergency Reserves**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**This information is an integral part of the accompanying budget.**



**BROADWAY STATION METROPOLITAN DISTRICT NO. 1**  
**RESOLUTION TO ADOPT BUDGET**

WHEREAS, the Board of Directors (the “**Board**”) of Broadway Station Metropolitan District No. 1 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 9, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 1:

1. That estimated expenditures for each fund are as follows:

General Fund:		\$297,500
Capital Projects Fund:		\$25,318,750
	Total	<hr style="border-top: 1px solid black;"/> \$25,616,250

2. That estimated revenues are as follows:

<u>General Fund:</u>		
From unappropriated surpluses		\$56,668
From fund transfers		\$288,278
From sources other than general property tax		\$5,022
From general property tax		<hr style="border-top: 1px solid black;"/> \$0
	Total	\$349,968

Capital Projects Fund:

From unappropriated surpluses	\$2,000
From fund transfers	\$34,388,387
From sources other than general property tax	\$250,000
From general property tax	\$0
Total	\$34,640,387

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of Broadway Station Metropolitan District No. 1 for the 2024 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

**TO APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the District has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 1 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$297,500
Capital Projects Fund:	\$25,318,750
Total	\$25,616,250

Adopted this 9<sup>th</sup> day of November, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 1

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

**CERTIFICATION OF BUDGET**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Broadway Station Metropolitan District No. 1, for the budget year ending December 31, 2024, as adopted on November 9, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Broadway Station Metropolitan District No. 1, City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

---

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2024**

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 10,549,210	\$ 8,346,006	\$ 8,370,209	\$ 8,370,209	\$ 6,812,193
REVENUES					
Property taxes	231,002	301,349	301,302	301,349	189,244
Specific ownership taxes	22,849	15,570	7,834	15,570	9,465
District Cooperation Agreement Revenue	230,068	314,682	311,558	314,682	486,627
District Cooperation Agreement Revenue - regional	5,113	5,245	5,192	5,245	8,107
Regional Property Taxes	5,133	5,022	5,022	5,022	3,153
Regional Specific Ownership Taxes	508	251	92	251	158
Interest income	-	7,000	139,709	268,010	156,469
Other revenue	-	1,500	-	-	-
Total revenues	<u>494,673</u>	<u>650,619</u>	<u>770,709</u>	<u>910,129</u>	<u>853,223</u>
Total funds available	<u>11,043,883</u>	<u>8,996,625</u>	<u>9,140,918</u>	<u>9,280,338</u>	<u>7,665,416</u>
EXPENDITURES					
General Fund	107,537	107,186	103,447	105,696	114,223
Debt Service Fund	2,532,368	2,462,372	1,181,652	2,362,449	2,416,236
Capital Projects Fund	33,769	1,650,000	-	-	1,628,000
Total expenditures	<u>2,673,674</u>	<u>4,219,558</u>	<u>1,285,099</u>	<u>2,468,145</u>	<u>4,158,459</u>
Total expenditures and transfers out requiring appropriation	<u>2,673,674</u>	<u>4,219,558</u>	<u>1,285,099</u>	<u>2,468,145</u>	<u>4,158,459</u>
ENDING FUND BALANCES	<u>\$ 8,370,209</u>	<u>\$ 4,777,067</u>	<u>\$ 7,855,819</u>	<u>\$ 6,812,193</u>	<u>\$ 3,506,957</u>
UMB - 2019A Surplus Fund (Maximum \$4,298,000)	4,142,975	2,231,063	3,559,435	2,446,959	691,723
TOTAL RESERVE	<u>\$ 4,142,975</u>	<u>\$ 2,231,063</u>	<u>\$ 3,559,435</u>	<u>\$ 2,446,959</u>	<u>\$ 691,723</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
State assessed	\$ 900	\$ 18,300	\$ 18,300	\$ 18,300	\$ 19,380
Vacant land	10,295,910	10,248,190	10,248,190	10,248,190	10,816,850
Personal property	1,170	700	700	700	1,120
	10,297,980	10,267,190	10,267,190	10,267,190	10,837,350
Less TIF District Increment	(5,165,195)	(5,244,704)	(5,244,704)	(5,244,704)	(7,802,892)
Certified Assessed Value	\$ 5,132,785	\$ 5,022,486	\$ 5,022,486	\$ 5,022,486	\$ 3,034,458
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.394
Debt Service	35.000	50.000	50.000	50.000	51.971
Regional	1.000	1.000	1.000	1.000	1.039
Total mill levy	46.000	61.000	61.000	61.000	63.404
<b>PROPERTY TAXES</b>					
General	\$ 51,328	\$ 50,225	\$ 50,225	\$ 50,225	\$ 31,540
Debt Service	179,647	251,124	251,124	251,124	157,704
Regional	5,133	5,022	5,022	5,022	3,153
Levied property taxes	236,108	306,371	306,371	306,371	192,397
Adjustments to actual/rounding	27	-	(47)	-	-
Budgeted property taxes	\$ 236,135	\$ 306,371	\$ 306,324	\$ 306,371	\$ 192,397
<b>ASSESSED VALUATION</b>					
TIF District Increment	\$ 5,165,195	\$ 5,244,704	\$ 5,244,704	\$ 5,244,704	\$ 7,802,892
Certified Assessed Value	\$ 5,165,195	\$ 5,244,704	\$ 5,244,704	\$ 5,244,704	\$ 7,802,892
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.394
Debt Service	35.000	50.000	50.000	50.000	51.971
Regional	1.000	1.000	1.000	1.000	1.000
Total mill levy	46.000	61.000	61.000	61.000	63.365
<b>PROPERTY TAXES</b>					
General	\$ 51,328	\$ 50,225	\$ 50,225	\$ 50,225	\$ 81,103
Debt Service	179,647	251,124	251,124	251,124	405,524
Regional	5,133	5,022	5,022	5,022	7,803
Levied property taxes	236,108	306,371	306,371	306,371	494,430
Adjustments to actual/rounding	-	-	(3,177)	-	-
Budgeted property taxes	\$ 236,108	\$ 306,371	\$ 303,194	\$ 306,371	\$ 494,430
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 51,334	\$ 50,225	\$ 50,217	\$ 50,225	\$ 31,540
Debt Service	179,668	251,124	251,085	251,124	157,704
Regional	5,133	5,022	5,022	5,022	3,153
	\$ 236,135	\$ 306,371	\$ 306,324	\$ 306,371	\$ 192,397

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	51,334	50,225	50,217	50,225	31,540
Specific ownership taxes	5,077	3,014	1,299	3,014	1,580
District Cooperation Agreement Revenue	51,126	52,447	51,924	52,447	81,103
Interest income	-	-	7	10	-
Other revenue	-	1,500	-	-	-
Total revenues	<u>107,537</u>	<u>107,186</u>	<u>103,447</u>	<u>105,696</u>	<u>114,223</u>
Total funds available	<u>107,537</u>	<u>107,186</u>	<u>103,447</u>	<u>105,696</u>	<u>114,223</u>
EXPENDITURES					
General and administrative					
County Treasurer's fee	513	503	502	503	1,126
Transfers to District No. 1	107,024	106,683	102,945	105,193	113,097
Total expenditures	<u>107,537</u>	<u>107,186</u>	<u>103,447</u>	<u>105,696</u>	<u>114,223</u>
Total expenditures and transfers out requiring appropriation	<u>107,537</u>	<u>107,186</u>	<u>103,447</u>	<u>105,696</u>	<u>114,223</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>



**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**DEBT SERVICE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 6,288,207	\$ 4,155,002	\$ 4,142,975	\$ 4,142,975	\$ 2,446,959
<b>REVENUES</b>					
Property taxes	179,668	251,124	251,085	251,124	157,704
Specific ownership taxes	17,772	12,556	6,535	12,556	7,885
District Cooperation Agreement Revenue	178,942	262,235	259,634	262,235	405,524
District Cooperation Agreement Revenue - Regional	5,113	5,245	5,192	5,245	8,107
Regional Property Taxes	5,133	5,022	5,022	5,022	3,153
Regional Specific Ownership Taxes	508	251	92	251	158
Interest income	-	2,000	70,552	130,000	78,469
Total revenues	<u>387,136</u>	<u>538,433</u>	<u>598,112</u>	<u>666,433</u>	<u>661,000</u>
Total funds available	<u>6,675,343</u>	<u>4,693,435</u>	<u>4,741,087</u>	<u>4,809,408</u>	<u>3,107,959</u>
<b>EXPENDITURES</b>					
General and administrative					
County Treasurer's fee	1,848	2,511	2,511	2,511	5,632
Regional County Treasurers Fees	-	-	50	50	32
Net Investment Expense	162,974	-	-	-	-
Transfers to District No. 1 - Regional Mill Levy	10,702	10,267	10,294	10,294	11,229
Paying agent fees	14,000	7,000	-	7,000	7,000
Contingency	-	100,000	-	-	50,000
Debt Service					
Bond Interest - Series 2019A	2,337,844	2,337,594	1,168,797	2,337,594	2,337,344
Bond Principal - Series 2019A	5,000	5,000	-	5,000	5,000
Total expenditures	<u>2,532,368</u>	<u>2,462,372</u>	<u>1,181,652</u>	<u>2,362,449</u>	<u>2,416,236</u>
Total expenditures and transfers out requiring appropriation	<u>2,532,368</u>	<u>2,462,372</u>	<u>1,181,652</u>	<u>2,362,449</u>	<u>2,416,236</u>
ENDING FUND BALANCES	<u>\$ 4,142,975</u>	<u>\$ 2,231,063</u>	<u>\$ 3,559,435</u>	<u>\$ 2,446,959</u>	<u>\$ 691,723</u>
UMB - 2019A Surplus Fund (Maximum \$4,298,000)	<u>\$ 4,142,975</u>	<u>\$ 2,231,063</u>	<u>\$ 3,559,435</u>	<u>\$ 2,446,959</u>	<u>\$ 691,723</u>
TOTAL RESERVE	<u>\$ 4,142,975</u>	<u>\$ 2,231,063</u>	<u>\$ 3,559,435</u>	<u>\$ 2,446,959</u>	<u>\$ 691,723</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 4,261,003	\$ 4,191,004	\$ 4,227,234	\$ 4,227,234	\$ 4,365,234
REVENUES					
Interest income	-	5,000	69,150	138,000	78,000
Total revenues	<u>-</u>	<u>5,000</u>	<u>69,150</u>	<u>138,000</u>	<u>78,000</u>
Total funds available	<u>4,261,003</u>	<u>4,196,004</u>	<u>4,296,384</u>	<u>4,365,234</u>	<u>4,443,234</u>
EXPENDITURES					
General and Administrative					
Transfers to District No. 1	-	1,550,000	-	-	1,550,000
Net Investment Income	33,769	-	-	-	-
Contingency	-	100,000	-	-	78,000
Total expenditures	<u>33,769</u>	<u>1,650,000</u>	<u>-</u>	<u>-</u>	<u>1,628,000</u>
Total expenditures and transfers out requiring appropriation	<u>33,769</u>	<u>1,650,000</u>	<u>-</u>	<u>-</u>	<u>1,628,000</u>
ENDING FUND BALANCES	<u>\$ 4,227,234</u>	<u>\$ 2,546,004</u>	<u>\$ 4,296,384</u>	<u>\$ 4,365,234</u>	<u>\$ 2,815,234</u>

**BROADWAY STATION METRO DISTRICT NO. 2  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 1 (“District No. 1”) and Broadway Station Metropolitan District No. 3 (“District No. 3” and together with the District and District No. 1, the “Districts”), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District’s service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**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.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by 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 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

**BROADWAY STATION METRO DISTRICT NO. 2  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurers, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurers to all taxing entities within the Counties. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected by Denver County.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .1%.

**District Cooperation Agreement Revenue**

On September 20, 2017, the Districts entered into an IGA with Denver Urban Renewal Authority ("DURA"), whereby DURA has agreed to remit during the TIF Period to District No. 1 all revenues generated from the imposition of ad valorem property taxes by the Districts on the incremental assessed valuation of property of the Districts. The District and District No. 1 entered into a Capital Pledge Agreement pursuant to which District No. 1 will transfer all of the Pass-Through Tax Revenues and the 2019B Pass Through Tax Revenues to the District. Accordingly, during the TIF Period, the District receives its Pass-Through Tax Revenue and 2019B Pass Through Tax Revenue from District No. 1 and not from DURA or the County Treasurer.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections by Denver County.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019A Bonds (discussed under Debt and Leases).

**BROADWAY STATION METRO DISTRICT NO. 2  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (continued)**

**Transfers to District No. 1**

The District is obligated to impose mill levies which will be sufficient to promptly and fully pay amounts to District No. 1. The District is required to remit property taxes derived from such mill levies, together with specific ownership taxes applicable to property within the District less County Treasurer Fees, to District No. 1. The District anticipates transferring funds to District No. 1, as shown in the General Fund budget for operations and Capital Projects fund for the proposed infrastructure to be built by District No. 1.

**Regional Mill Levy Transfers**

Regional Mill Levy transfers will be transferred to District 1 for: The South Platte River Drive Widening for Bridge, walls on the west side of river for bike trail connection, South Platte River Improvements - Trail, River & Bridge Landscaping, and Florida Avenue Signal Improvements may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**BROADWAY STATION METRO DISTRICT NO. 2  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases**

In April 2019, the District issued \$45,800,000 in Series 2019A General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds and \$8,151,856 in Series 2020B Subordinate (Convertible to Senior) Capital Appreciation (Convertible to Current Interest) Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds. The Bonds shall constitute limited tax general obligations of the District secured by and payable from the pledged revenues.

“Senior Required Debt Mill Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in that number of mills necessary, after taking into account any Available Surplus Amount transferred to the Bond Fund pursuant to the applicable provisions of the Senior Indenture (as described in this Limited Offering Memorandum under the caption “THE SERIES 2019A SENIOR BONDS – Certain Senior Indenture Provisions – Surplus Fund – Transfers to Bond Fund to Maintain Senior Required Debt Mill Levy”), to fund the Bond Fund for the applicable bond year in an amount sufficient to pay the Series 2019A Senior Bonds as they come due in such bond year, and fund (or replenish) the Surplus Fund to the Minimum Surplus Amount, but not in excess of 50.000 mills, provided that if the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, such levy shall not be less than 30.000 mills or such lesser mill levy which will (i) fund the Bond Fund for the applicable Bond Year in an amount sufficient to pay Series 2019A Senior Bonds as they come due in such Bond Year and (ii) fund the Surplus Fund to the Maximum Surplus Amount; provided however, that: with respect to the maximum mill levy of 50.000 mills stated above, if after February 2006 and, with respect to the minimum mill levy of 30.00 mills stated above, if after the date of issuance of the Series 2019A Senior Bonds, there are legislative or constitutionally imposed adjustments in assessed values or the method of their calculations with respect to any class of taxable property on which the District may certify its mill levy, the minimum and/or maximum mill levies provided above in this paragraph (a) shall, with respect to the applicable class or classes of taxable property of the District (and with respect to any changes occurring after February 2006, as to the maximum mill levy, and with respect to any changes occurring after the date of issuance of the Series 2019A Senior Bonds with respect to the minimum mill levy) be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted, is neither diminished not enhanced as a result of such changes. For purposes of the foregoing, among other adjustments, a change in the ratio of actual valuation of assessable property shall be deemed a change in the method of calculating assessed valuation.

The Series 2019A Senior Bonds are also secured by a Surplus Fund, which is to be partially funded from the Bond proceeds in the amount \$4,213,000.00 (being the “Initial Surplus Amount” an, prior to the 2019A UTGO Conversion Dates, which is not guaranteed to occur, is to be funded from Pledged Revenue, if any, available after payment of the Series 2019A Senior Bonds and the Series 2019B Subordinate Bonds, up to the Maximum Surplus Amount of \$5,000,000.00. In addition, id drawn upon such that the amount therein is less than the Minimum Surplus Amount of \$3,370,000.00, the Surplus Fund is to be replenished to the Minimum Surplus amount from pledged revenue, if any, available after payment of the Series 2019A Senior Bonds. After the 2019A UTGO Conversion Date, the amount available in the Surplus Fund in excess of the initial Surplus Amount is to be released to the District as described in “THE SERIES 2019A SENIOR BONDS”. A portion of the interest to accrue on the Series 2019A Senior Bonds will be paid from proceeds of the Series 2019A Senior Bonds in the amount of \$7,014,187.53.

**BROADWAY STATION METRO DISTRICT NO. 2  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Reserves**

**Emergency Reserves**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since majority of all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an emergency reserve is not reflected in the District's 2022 Budget.

**This information is an integral part of the accompanying budget.**

**BROADWAY STATION METROPOLITAN DISTRICT NO. 2**  
**RESOLUTION TO ADOPT BUDGET**

WHEREAS, the Board of Directors (the “**Board**”) of Broadway Station Metropolitan District No. 2 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 9, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 2:

1. That estimated expenditures for each fund are as follows:

General Fund:	\$ 114,223
Capital Projects Fund	\$ 1,628,000
Debt Service Fund:	<u>\$ 2,416,236</u>
Total	\$ 4,158,459

2. That estimated revenues are as follows:

<u>General Fund:</u>	
From unappropriated surpluses	\$0
From fund transfers	\$0
From sources other than general property tax	\$82,683
From general property tax	<u>\$31,540</u>
Total	\$114,223



Capital Projects Fund:

From unappropriated surpluses	\$4,365,234
From fund transfers	\$0
From sources other than general property tax	\$78,000
From general property tax	\$0
Total	\$4,443,234

Debt Service Fund:

From unappropriated surpluses	\$2,446,959
From fund transfers	\$0
From sources other than general property tax	\$500,143
From regional property tax	\$3,153
From general property tax	\$157,704
Total	\$3,107,959

3. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

### TO SET MILL LEVIES

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$31,540; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses is \$157,704; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses – Regional Mill Levy is \$3,153; and

WHEREAS, the 2023 valuation for assessment of the District, as certified by the County Assessor, is \$10,837,350.

WHEREAS, the 2023 valuation less TIF District Increment for assessment of the District, as certified by the County Assessor, is \$3,034,458.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 2:

1. That for the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 10.394 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$31,540

2. That for the purpose of meeting all debt service expenses of the District during the 2024 budget year, there is hereby levied a property tax of 51.971 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$157,704.

3. That for the purpose of meeting all debt service – Regional Mill Levy expenses of the District during the 2024 budget year, there is hereby levied a property tax of 1.039 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$3,153.

4. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the City Council of the City and County of Denver, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

#### **TO APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the Broadway Station Metropolitan District No. 2 District has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any inter-fund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Broadway Station Metropolitan District No. 2 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$114,223
Capital Projects Fund:	\$2,416,236
Debt Service Fund:	\$1,628,000
Total	\$4,158,459

Adopted this 9<sup>th</sup> day of November, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 2

By: \_\_\_\_\_  
Chair

Attest:

\_\_\_\_\_  
Secretary

**CERTIFICATION OF BUDGET**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Broadway Station Metropolitan District No. 2, for the budget year ending December 31, 2024, as adopted on November 9, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Broadway Station Metropolitan District No. 2, City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

---

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**ANNUAL BUDGET**  
**FOR YEAR ENDING DECEMBER 31, 2024**

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**SUMMARY**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 34,349,593	\$ 26,358,693	\$ 25,737,359	\$ 25,737,359	\$ 35,038,731
REVENUES					
Property taxes	115,375	145,718	122,315	148,613	281,412
Specific ownership taxes	11,425	7,286	4,013	7,856	19,873
District Cooperation Agreement Revenue	114,906	152,166	128,620	152,166	723,631
District Cooperation Agreement Revenue - Regional	2,553	2,536	2,144	2,536	11,603
Regional Property Taxes	2,563	2,429	2,718	2,718	4,512
Regional Specific Ownership Taxes	253	121	89	121	226
Interest income	177,170	7,000	549,222	962,250	968,094
Other revenue	-	1,500	-	-	-
Bond issuance proceeds	-	-	-	33,500,000	-
Total revenues	<u>424,245</u>	<u>318,756</u>	<u>809,121</u>	<u>34,776,260</u>	<u>2,009,351</u>
Total funds available	<u>34,773,838</u>	<u>26,677,449</u>	<u>26,546,480</u>	<u>60,513,619</u>	<u>37,048,082</u>
EXPENDITURES					
General Fund	53,713	52,361	49,691	54,576	175,651
Debt Service Fund	2,544,168	2,460,680	1,175,834	2,360,715	2,417,100
Capital Projects Fund	6,438,598	21,312,038	5,562,253	23,059,597	32,811,088
Total expenditures	<u>9,036,479</u>	<u>23,825,079</u>	<u>6,787,778</u>	<u>25,474,888</u>	<u>35,403,839</u>
Total expenditures and transfers out requiring appropriation	<u>9,036,479</u>	<u>23,825,079</u>	<u>6,787,778</u>	<u>25,474,888</u>	<u>35,403,839</u>
ENDING FUND BALANCES	<u>\$ 25,737,359</u>	<u>\$ 2,852,370</u>	<u>\$ 19,758,702</u>	<u>\$ 35,038,731</u>	<u>\$ 1,644,243</u>
UMB - 2019A Surplus Fund (Maximum \$4,298,000)	5,043,674	2,852,370	4,163,459	3,077,643	1,644,242
TOTAL RESERVE	<u>\$ 5,043,674</u>	<u>\$ 2,852,370</u>	<u>\$ 4,163,459</u>	<u>\$ 3,077,643</u>	<u>\$ 1,644,242</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
<b>ASSESSED VALUATION</b>					
State assessed	\$ 37,200	\$ 60,900	\$ 60,900	\$ 60,900	\$ 56,590
Vacant land	5,105,930	4,903,810	4,903,810	4,903,810	16,058,890
Personal property	20	20	20	20	20
	<u>5,143,150</u>	<u>4,964,730</u>	<u>4,964,730</u>	<u>4,964,730</u>	<u>16,115,500</u>
Less TIF District Increment	(2,579,668)	(2,536,092)	(2,536,092)	(2,536,092)	(11,603,160)
Certified Assessed Value	<u>\$ 2,563,482</u>	<u>\$ 2,428,638</u>	<u>\$ 2,428,638</u>	<u>\$ 2,428,638</u>	<u>\$ 4,512,340</u>
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.394
Debt Service	35.000	50.000	50.000	50.000	51.971
Regional	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>46.000</u>	<u>61.000</u>	<u>61.000</u>	<u>61.000</u>	<u>63.365</u>
<b>PROPERTY TAXES</b>					
General	\$ 25,635	\$ 24,286	\$ 24,286	\$ 24,286	\$ 46,901
Debt Service	89,722	121,432	121,432	121,432	234,511
Regional	2,563	2,429	2,429	2,429	4,512
	<u>117,920</u>	<u>148,147</u>	<u>148,147</u>	<u>148,147</u>	<u>285,924</u>
Levied property taxes	117,920	148,147	148,147	148,147	285,924
Adjustments to actual/rounding	-	-	(23,114)	3,184	-
Budgeted property taxes	<u>\$ 117,920</u>	<u>\$ 148,147</u>	<u>\$ 125,033</u>	<u>\$ 151,331</u>	<u>\$ 285,924</u>
<b>ASSESSED VALUATION</b>					
TIF District Increment	\$ 2,579,668	\$ 2,536,092	\$ 2,536,092	\$ 2,536,092	\$ 11,603,160
Certified Assessed Value	<u>\$ 2,579,668</u>	<u>\$ 2,536,092</u>	<u>\$ 2,536,092</u>	<u>\$ 2,536,092</u>	<u>\$ 11,603,160</u>
<b>MILL LEVY</b>					
General	10.000	10.000	10.000	10.000	10.000
Debt Service	35.000	50.000	50.000	50.000	51.971
Regional	1.000	1.000	1.000	1.000	1.000
Total mill levy	<u>46.000</u>	<u>61.000</u>	<u>61.000</u>	<u>61.000</u>	<u>62.971</u>
<b>PROPERTY TAXES</b>					
General	\$ 25,797	\$ 25,361	\$ 25,361	\$ 25,361	\$ 116,032
Debt Service	89,722	121,432	121,432	121,432	603,028
Regional	2,563	2,429	2,429	2,429	11,603
	<u>118,082</u>	<u>149,222</u>	<u>149,222</u>	<u>149,222</u>	<u>730,663</u>
Levied property taxes	118,082	149,222	149,222	149,222	730,663
Budgeted property taxes	<u>\$ 118,082</u>	<u>\$ 149,222</u>	<u>\$ 149,222</u>	<u>\$ 149,222</u>	<u>\$ 730,663</u>
<b>BUDGETED PROPERTY TAXES</b>					
General	\$ 25,635	\$ 24,286	\$ 27,181	\$ 27,181	\$ 46,901
Debt Service	89,722	121,432	95,134	121,432	234,511
Regional	2,563	2,429	2,718	2,718	4,512
	<u>\$ 117,920</u>	<u>\$ 148,147</u>	<u>\$ 125,033</u>	<u>\$ 151,331</u>	<u>\$ 285,924</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**GENERAL FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -
REVENUES					
Property taxes	25,639	24,286	27,181	27,181	46,901
Specific ownership taxes	2,539	1,214	892	1,784	8,147
District Cooperation Agreement Revenue	25,535	25,361	21,437	25,361	120,603
Interest income	-	-	181	250	-
Other revenue	-	1,500	-	-	-
Total revenues	53,713	52,361	49,691	54,576	175,651
Total funds available	53,713	52,361	49,691	54,576	175,651
EXPENDITURES					
General and administrative					
County Treasurer's fee	257	242	324	324	470
Transfers to District No. 1	53,456	52,119	49,367	54,252	175,181
Total expenditures	53,713	52,361	49,691	54,576	175,651
Total expenditures and transfers out requiring appropriation	53,713	52,361	49,691	54,576	175,651
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -



**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**DEBT SERVICE FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 7,394,480	\$ 5,051,655	\$ 5,043,674	\$ 5,043,674	\$ 3,077,643
<b>REVENUES</b>					
Property taxes	89,736	121,432	95,134	121,432	234,511
Specific ownership taxes	8,886	6,072	3,121	6,072	11,726
District Cooperation Agreement Revenue	89,371	126,805	107,183	126,805	603,028
District Cooperation Agreement Revenue - Regional	2,553	2,536	2,144	2,536	11,603
Regional Property Taxes	2,563	2,429	2,718	2,718	4,512
Regional Specific Ownership Taxes	253	121	89	121	226
Interest income	-	2,000	85,231	135,000	118,094
Total revenues	<u>193,362</u>	<u>261,395</u>	<u>295,620</u>	<u>394,684</u>	<u>983,700</u>
Total funds available	<u>7,587,842</u>	<u>5,313,050</u>	<u>5,339,294</u>	<u>5,438,358</u>	<u>4,061,343</u>
<b>EXPENDITURES</b>					
General and administrative					
County Treasurer's fee	923	1,215	1,134	1,215	2,349
County Treasurer's Fee - Regional	-	-	32	35	45
Net Investment Expense	186,150	-	-	-	-
Transfers to District No. 1 -Regional mill levy	5,345	4,965	4,918	4,965	16,070
Paying agent fees	7,000	10,000	-	10,000	10,000
Contingency	-	100,000	-	-	44,386
Debt Service					
Bond interest	2,339,750	2,339,500	1,169,750	2,339,500	2,339,250
Bond Principal	5,000	5,000	-	5,000	5,000
Total expenditures	<u>2,544,168</u>	<u>2,460,680</u>	<u>1,175,834</u>	<u>2,360,715</u>	<u>2,417,100</u>
Total expenditures and transfers out requiring appropriation	<u>2,544,168</u>	<u>2,460,680</u>	<u>1,175,834</u>	<u>2,360,715</u>	<u>2,417,100</u>
ENDING FUND BALANCES	<u>\$ 5,043,674</u>	<u>\$ 2,852,370</u>	<u>\$ 4,163,459</u>	<u>\$ 3,077,643</u>	<u>\$ 1,644,242</u>
UMB - 2019A Surplus Fund (Maximum \$4,298,000)	<u>\$ 5,043,674</u>	<u>\$ 2,852,370</u>	<u>\$ 4,163,459</u>	<u>\$ 3,077,643</u>	<u>\$ 1,644,242</u>
TOTAL RESERVE	<u>\$ 5,043,674</u>	<u>\$ 2,852,370</u>	<u>\$ 4,163,459</u>	<u>\$ 3,077,643</u>	<u>\$ 1,644,242</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**CAPITAL PROJECTS FUND**  
**2024 BUDGET**  
**WITH 2022 ACTUAL AND 2023 ESTIMATED**  
**For the Years Ended and Ending December 31,**

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 26,955,113	\$ 21,307,038	\$ 20,693,685	\$ 20,693,685	\$ 31,961,088
REVENUES					
Interest income	177,170	5,000	463,810	827,000	850,000
Bond issuance proceeds	-	-	-	33,500,000	-
Total revenues	<u>177,170</u>	<u>5,000</u>	<u>463,810</u>	<u>34,327,000</u>	<u>850,000</u>
Total funds available	<u>27,132,283</u>	<u>21,312,038</u>	<u>21,157,495</u>	<u>55,020,685</u>	<u>32,811,088</u>
EXPENDITURES					
Capital Projects					
Transfers to District No. 1	6,438,598	21,212,038	5,562,253	18,000,000	32,811,088
Contingency	-	100,000	-	-	-
Developer advance - interest expense	-	-	-	1,838,497	-
Bond Discount	-	-	-	2,100,000	-
Bond issue costs	-	-	-	1,121,100	-
Total expenditures	<u>6,438,598</u>	<u>21,312,038</u>	<u>5,562,253</u>	<u>23,059,597</u>	<u>32,811,088</u>
Total expenditures and transfers out requiring appropriation	<u>6,438,598</u>	<u>21,312,038</u>	<u>5,562,253</u>	<u>23,059,597</u>	<u>32,811,088</u>
ENDING FUND BALANCES	<u>\$ 20,693,685</u>	<u>\$ -</u>	<u>\$ 15,595,242</u>	<u>\$ 31,961,088</u>	<u>\$ -</u>

**BROADWAY STATION METRO DISTRICT NO. 3  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 1 (“District No. 1”) and Broadway Station Metropolitan District No. 2 (“District No. 2” and together with the District and District No. 1, the “Districts”), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District’s service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**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 2024, the assessment rate for single family residential property decreases to 6.765% from 6.95%. The rate for multifamily residential property, the newly created subclass, decreases to 6.765% from 6.80%. Agricultural and renewable energy production property remains at 26.4%. Producing oil and gas remains at 87.5%. All other nonresidential property decreases to 27.90% from 29%.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**BROADWAY STATION METRO DISTRICT NO. 3  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurers, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurers to all taxing entities within the Counties. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected by Denver County.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1%.

**District Cooperation Agreement Revenue**

On September 20, 2017, the Districts entered into an IGA with Denver Urban Renewal Authority ("DURA"), whereby DURA has agreed to remit during the TIF Period to District No. 1 all revenues generated from the imposition of ad valorem property taxes by the Districts on the incremental assessed valuation of property of the Districts. The District and District No. 1 entered into a Capital Pledge Agreement pursuant to which District No. 1 will transfer all of the Pass-Through Tax Revenues and the 2019B Pass Through Tax Revenues to the District. Accordingly, during the TIF Period, the District receives its Pass-Through Tax Revenue and 2019B Pass Through Tax Revenue from District No. 1 and not from DURA or the County Treasurer.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections by Denver County.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019A Bonds (discussed under Debt and Leases).

**BROADWAY STATION METRO DISTRICT NO. 3  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (continued)**

**Transfers to District No. 1**

The District is obligated to impose mill levies which will be sufficient to promptly and fully pay amounts to District No. 1. The District is required to remit property taxes derived from such mill levies, together with specific ownership taxes applicable to property within the District less County Treasurer Fees, to District No. 1. The District anticipates transferring funds to District No. 1, as shown in the General Fund budget for operations and Capital Projects fund for the proposed infrastructure to be built by District No. 1.

**Regional Mill Levy Transfers**

The South Platte River Drive Widening for Bridge, walls on the west side of river for bike trail connection, South Platte River Improvements - Trail, River & Bridge Landscaping, and Florida Avenue Signal Improvements may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**Debt and Leases**

The District is issuing new bonds in 2023 for the purpose of funding capital infrastructure.

In November 2019, the District issued \$46,800,000 in Series 2019A General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds and \$41,401,947 in Series 2020B Subordinate (Convertible to Senior) Capital Appreciation (Convertible to Current Interest) Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds. The Bonds shall constitute limited tax general obligations of the District secured by and payable from the pledged revenues.

“Senior Required Debt Mill Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in that number of mills necessary, after taking into account any Available Surplus Amount transferred to the Bond Fund pursuant to the applicable provisions of the Senior Indenture (as described in this Limited Offering Memorandum under the caption “THE SERIES 2019A SENIOR BONDS – Certain Senior Indenture Provisions – Surplus Fund – Transfers to Bond Fund to Maintain Senior Required Debt Mill Levy”), to fund the Bond Fund for the applicable bond year in an amount sufficient to pay the Series 2019A Senior Bonds as they come due in such bond year, and fund (or replenish) the Surplus Fund to the Minimum Surplus Amount, but not in excess of 50.000 mills, provided that if the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, such levy shall not be less than 35.000 mills or such lesser mill levy which will (i) fund the Bond Fund for the applicable Bond Year in an amount sufficient to pay Series 2019A Senior Bonds as they come due in such Bond Year and (ii) fund the Surplus Fund to the Maximum Surplus Amount; provided however, that: with respect to the maximum mill levy of 50.000 mills stated above, if after February 2006 and, with respect to the minimum mill levy of 35.000 mills stated above, if after the date of issuance of the Series 2019A Senior Bonds, there are legislative or constitutionally imposed adjustments in assessed values or the method of their calculations with respect to any class of taxable property on which the District may certify its mill levy, the minimum and/or maximum mill levies provided above in this paragraph (a) shall, with respect to the applicable class or classes of taxable property of the District (and with respect to any changes occurring after February 2006, as to the maximum mill levy, and with respect to any changes occurring after the date of issuance of the Series 2019A Senior Bonds with respect to the

**BROADWAY STATION METRO DISTRICT NO. 3  
2024 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (Continued)**

minimum mill levy) be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted, is neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, among other adjustments, a change in the ratio of actual valuation of assessable property shall be deemed a change in the method of calculating assessed valuation.

The Series 2019A Senior Bonds are also secured by a Surplus Fund, which is to be partially funded from the Bond proceeds in the amount \$4,298,000 (being the "Initial Surplus Amount" and, prior to the 2019A UTGO Conversion Dates, which is not guaranteed to occur, is to be funded from Pledged Revenue, if any, available after payment of the Series 2019A Senior Bonds and the Series 2019B Subordinate Bonds, up to the Maximum Surplus Amount of \$9,360,000.00. In addition, if drawn upon such that the amount therein is less than the Minimum Surplus Amount of \$4,298,000, the Surplus Fund is to be replenished to the Minimum Surplus amount from pledged revenue, if any, available after payment of the Series 2019A Senior Bonds. After the 2019A UTGO Conversion Date, the amount available in the Surplus Fund in excess of the initial Surplus Amount is to be released to the District as described in "THE SERIES 2019A SENIOR BONDS". A portion of the interest to accrue on the Series 2019A Senior Bonds will be paid from proceeds of the Series 2019A Senior Bonds in the amount of \$7,019,745.83.

**Reserves**

**Emergency Reserves**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since majority of all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an emergency reserve is not reflected in the District's 2022 Budget.

**This information is an integral part of the accompanying budget.**

**Broadway Station Metropolitan District No. 3**  
**\$46,800,000**  
**General Obligation Bonds**  
**Series 2019A**  
**Issue date December 4, 2019**  
**Interest Rate of 5.00%**  
**Due June 1 and December 1**

<b>Year Ending December 31,</b>	<b>Principal</b>	<b>Interest</b>	<b>Total</b>
2024	\$ 5,000	\$ 2,339,250	\$ 2,344,250
2025	5,000	2,339,000	2,344,000
2026	5,000	2,338,750	2,343,750
2027	5,000	2,338,500	2,343,500
2028	335,000	2,338,250	2,673,250
2029	355,000	2,321,500	2,676,500
2030	530,000	2,303,750	2,833,750
2031	555,000	2,277,250	2,832,250
2032	755,000	2,249,500	3,004,500
2033	795,000	2,211,750	3,006,750
2034	1,015,000	2,172,000	3,187,000
2035	1,065,000	2,121,250	3,186,250
2036	1,310,000	2,068,000	3,378,000
2037	1,375,000	2,002,500	3,377,500
2038	1,645,000	1,933,750	3,578,750
2039	1,730,000	1,851,500	3,581,500
2040	2,030,000	1,765,000	3,795,000
2041	2,130,000	1,663,500	3,793,500
2042	2,465,000	1,557,000	4,022,000
2043	2,590,000	1,433,750	4,023,750
2044	2,960,000	1,304,250	4,264,250
2045	3,105,000	1,156,250	4,261,250
2046	3,520,000	1,001,000	4,521,000
2047	3,695,000	825,000	4,520,000
2048	4,150,000	640,250	4,790,250
2049	8,655,000	432,750	9,087,750
	<u>\$ 46,785,000</u>	<u>\$ 46,985,250</u>	<u>\$ 93,770,250</u>

**BROADWAY STATION METROPOLITAN DISTRICT NO. 3**  
**RESOLUTION TO ADOPT BUDGET**

WHEREAS, the Board of Directors (the “**Board**”) of Broadway Station Metropolitan District No. 3 (the “**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 9, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 3:

1. That estimated expenditures for each fund are as follows:

General Fund:	\$175,651
Capital Projects Fund:	\$32,811,088
Debt Service Fund:	\$2,417,100
Total	\$35,403,839

2. That estimated revenues are as follows:

<u>General Fund:</u>	
From unappropriated surpluses	\$0
From fund transfers	\$0
From sources other than general property tax	\$128,750
From general property tax	\$46,901
Total	\$175,651



Capital Projects Fund:

From unappropriated surpluses	\$31,961,088
From fund transfers	\$0
From sources other than general property tax	\$850,000
Total	\$32,811,088

Debt Service Fund:

From unappropriated surpluses	\$3,077,643
From fund transfers	\$0
From sources other than general property tax	\$744,677
From regional property tax	\$4,512
From general property tax	\$234,511
Total	\$4,061,343

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of Broadway Station Metropolitan District No. 3 for the 2024 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

### TO SET MILL LEVIES

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$46,901; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses is \$234,511; and

WHEREAS, the amount of money necessary to balance the budget for debt service expenses – Regional Mill Levy is \$4,512; and

WHEREAS, the 2023 valuation for assessment of the District, as certified by the County Assessor, is \$16,115,500.

WHEREAS, the 2023 valuation less TIF District Increment for assessment of the District, as certified by the County Assessor, is \$4,512,340.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 3:

1. That for the purpose of meeting all general operating expenses of the District during the 2024 budget year, there is hereby levied a property tax of 10.394 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$46,901.

2. That for the purpose of meeting all debt service expenses of the District during the 2024 budget year, there is hereby levied a property tax of 51.971 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$234,511.

3. That for the purpose of meeting all debt service – Regional Mill Levy expenses of the District during the 2024 budget year, there is hereby levied a property tax of 1.000 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$4,512.

4. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the City Council of the City and County of Denver, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

#### **TO APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board of Directors of the District has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Broadway Station Metropolitan District No. 3 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$175,651
Capital Fund:	\$32,811,088
Debt Service Fund:	\$2,417,100
Total	\$35,403,839

Adopted this 9<sup>th</sup> day of November, 2023.

BROADWAY STATION METROPOLITAN  
DISTRICT NO. 3

By: \_\_\_\_\_  
Chair

ATTEST:

By: \_\_\_\_\_  
Secretary

**CERTIFICATION OF BUDGET**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Broadway Station Metropolitan District No. 3, for the budget year ending December 31, 2024, as adopted on November 9, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Broadway Station Metropolitan District No. 3, City and County of Denver, Colorado, this 9<sup>th</sup> day of November, 2023.

---

## Paid Claims for the period September 19th, 2023 through November 1st, 2023

Vendor	Invoice #	Date	Amount
National Flood Insurance Program	MT-2 Application Fee (LOMR)	9/29/2023	\$ 8,250.00
Xcel Energy	Multiple	9/29/2023	\$ 185.28
8550 Engineering & Consulting, LLC	Multiple	10/2/2023	\$ 28,995.60
Broadway Asset Management, LLC	006-010	10/2/2023	\$ 32,897.86
CEGR Law	3009.005Aug23	10/2/2023	\$ 51,500.00
Chandler Asset Management	8/31/2023	10/2/2023	\$ 1,200.00
CliftonLarsonAllen LLP	Multiple	10/2/2023	\$ 13,672.79
Colorado Special Districts Property	23PL-60081-0940-1	10/2/2023	\$ 540.00
Dean Northey	8312023	10/2/2023	\$ 3,150.00
Denver Urban Renewal Authority	Multiple	10/2/2023	\$ 9,705.00
Denver Water	Multiple	10/2/2023	\$ 592.06
Matrix Design Group, Inc.	Multiple	10/2/2023	\$ 135,349.25
Schedio Group LLC	230705-2193	10/2/2023	\$ 8,024.00
Shears Adkins Rockmore	23-8099	10/2/2023	\$ 2,550.00
Sherman & Howard LLC	876153	10/2/2023	\$ 4,681.00
Terracon Consultants, Inc.	Multiple	10/2/2023	\$ 4,308.63
BNSF Railway Company	23w-17227	10/6/2023	\$ 22,706.00
Concrete Express, Inc.	Pay App #23	10/11/2023	\$ 183,345.71
Kraemer North America, LLC	Multiple	10/11/2023	\$ 362,773.34
<b>Grand Total</b>			<b><u>\$ 874,426.52</u></b>

BROADWAY STATION METRO DISTRICT NO. 1

FINANCIAL STATEMENTS

**SEPTEMBER 30, 2023**

**BROADWAY STATION METRO DISTRICT NO. 1**  
**Balance Sheet - Governmental Funds**  
**September 30, 2023**

	<u>General</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>			
Checking Account	\$ 60,633.57	\$ 1,167,845.93	\$ 1,228,479.50
Colotrust	136,095.70	928,952.70	1,065,048.40
Due from District No. 2 - Regional Mill Levy	-	42,294.28	42,294.28
Due from other districts - District No. 2	712.96	-	712.96
Due from other districts - District No. 3	324.76	1,767,997.00	1,768,321.76
Due from District No. 3 - Regional Mill Levy	-	72,507.66	72,507.66
Accounts Receivable	-	45,305.00	45,305.00
<b>Total Assets</b>	<u>\$ 197,766.99</u>	<u>\$ 4,024,902.57</u>	<u>\$ 4,222,669.56</u>
<b>Liabilities</b>			
Accounts Payable	\$ 127,561.38	\$ 795,695.32	\$ 923,256.70
Retainage Payable	-	681,082.13	681,082.13
Due to other districts - District No. 3	48,605.61	-	48,605.61
<b>Total Liabilities</b>	<u>176,166.99</u>	<u>1,476,777.45</u>	<u>1,652,944.44</u>
<b>Fund Balances</b>	<u>21,600.00</u>	<u>2,548,125.12</u>	<u>2,569,725.12</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 197,766.99</u>	<u>\$ 4,024,902.57</u>	<u>\$ 4,222,669.56</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.

**BROADWAY STATION METRO DISTRICT NO. 1**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 2,790.99	\$ (2,790.99)
Other revenue	2,000.00	255.00	1,745.00
Transfers from District No. 2	106,683.00	103,992.21	2,690.79
Transfers from District No. 3	52,119.00	50,088.49	2,030.51
Total Revenue	<u>160,802.00</u>	<u>157,126.69</u>	<u>3,675.31</u>
Expenditures			
Accounting	25,000.00	15,553.26	9,446.74
Auditing	15,700.00	16,800.00	(1,100.00)
Administration fees	-	18,000.00	(18,000.00)
Dues and membership	5,000.00	1,111.44	3,888.56
Insurance	20,000.00	17,135.00	2,865.00
District management	50,000.00	28,288.59	21,711.41
Legal	40,000.00	113,486.91	(73,486.91)
Miscellaneous	1,300.00	14,683.71	(13,383.71)
Paying agent fees	-	7,000.00	(7,000.00)
Snow removal	-	5,472.30	(5,472.30)
Utilities	9,000.00	8,448.98	551.02
Capital outlay	-	28,098.79	(28,098.79)
Contingency	50,000.00	-	50,000.00
Total Expenditures	<u>216,000.00</u>	<u>274,078.98</u>	<u>(58,078.98)</u>
Net Change in Fund Balances	(55,198.00)	(116,952.29)	61,754.29
Fund Balance - Beginning	84,269.00	138,552.29	(54,283.29)
Fund Balance - Ending	<u>\$ 29,071.00</u>	<u>\$ 21,600.00</u>	<u>\$ 7,471.00</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**

**BROADWAY STATION METRO DISTRICT NO. 1**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ -	\$ 142,229.78	\$ (142,229.78)
Other revenue	-	4,400.00	(4,400.00)
Transfers from District No. 2 - Regional Mill Levy	10,267.00	10,398.35	(131.35)
Transfers from District No. 3 - Regional Mill Levy	4,965.00	4,990.22	(25.22)
Transfers from District No. 2	1,550,000.00	-	1,550,000.00
Transfers from District No. 3	21,212,038.00	8,206,390.87	13,005,647.13
Total Revenue	<u>22,777,270.00</u>	<u>8,368,409.22</u>	<u>14,408,860.78</u>
Expenditures			
Accounting	25,000.00	46,655.78	(21,655.78)
Legal	250,000.00	349,049.00	(99,049.00)
Interest loan payment - BSP	400,000.00	-	400,000.00
Principal loan payment - BSP	10,000,000.00	-	10,000,000.00
Capital outlay	19,704,657.00	11,537,726.12	8,166,930.88
Total Expenditures	<u>30,379,657.00</u>	<u>11,933,430.90</u>	<u>18,446,226.10</u>
Net Change in Fund Balances	(7,602,387.00)	(3,565,021.68)	(4,037,365.32)
Fund Balance - Beginning	7,618,439.00	6,113,146.80	1,505,292.20
Fund Balance - Ending	<u>\$ 16,052.00</u>	<u>\$ 2,548,125.12</u>	<u>\$ (2,532,073.12)</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.

**Broadway Station Metro District No. 1**  
**Schedule of Cash Position**  
**September 30, 2023**  
**As Updated October 26th, 2023**

	General Fund	Capital Projects Fund	Total
<b><u>FirstBank</u></b>			
Balance as of 09/30/23	\$ 60,633.57	\$ 1,167,845.93	\$ 1,228,479.50
Subsequent activities:			
10/02/23 - Denver Water Payment	(592.06)	-	(592.06)
10/02/23 - Bill.com Payables	(49,643.28)	(246,930.85)	(296,574.13)
10/06/23 - Wire Transfer to BNSF Railway	-	(22,706.00)	(22,706.00)
10/11/23 - Bill.com Payables	-	(546,119.05)	(546,119.05)
<i>Anticipated Balance</i>	<u>\$ 10,398.23</u>	<u>\$ 352,090.03</u>	<u>\$ 362,488.26</u>
<b><u>ColoTrust</u></b>			
Balance as of 09/30/23	\$ 136,095.70	\$ 928,952.70	\$ 1,065,048.40
Subsequent activities:			
<i>Anticipated Transfer from D2</i>	712.96	-	712.96
<i>Anticipated Transfer from D3</i>	324.76	-	324.76
<i>Anticipated Balance</i>	<u>\$ 137,133.42</u>	<u>\$ 928,952.70</u>	<u>\$ 1,066,086.12</u>
<b><i>Anticipated Balances</i></b>	<b>\$ 147,531.65</b>	<b>\$ 1,281,042.73</b>	<b>\$ 1,428,574.38</b>

**Yield information as of 09/30/23**

ColoTrust - 5.5058%

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.

**BROADWAY STATION METRO DISTRICT NO. 1  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 2 (“District No. 2”) and Broadway Station Metropolitan District No. 3 (“District No. 3” and together with the District and District No. 2, the “Districts”), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District’s service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**Revenues**

**Transfers from District No. 2**

The District anticipates the collection of taxes in District No. 2, which will be transferred to the District to fund operations of both Districts and proposed infrastructure to be built.

**Transfers from District No. 3**

The District anticipates the collection of taxes in District No. 3, which will be transferred to the District to fund operations of both Districts and proposed infrastructure to be built.

**Tax Increment Financing**

Tax increment financing reimbursement will go through a waterfall before reimbursement to the District’s and is as follows

1. Annual DURA priority fee
2. Payment to DURA for DPS advance, including 8% simple interest
3. Once these items are paid, DURA will begin making payments on the JSB’s, and is expected to begin in 2025

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.

**BROADWAY STATION METRO DISTRICT NO. 1  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Regional Mill Levy Transfers**

Regional Mill Levy transfers will be transferred to District 1 for improvements that may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**Expenditures (Continued)**

**Capital Outlay**

The District anticipates infrastructure improvements as noted in the Capital Projects Fund.

**Debt and Leases**

The District does not have any operating or capital leases.

**Loan Agreements**

The District has entered into a loan agreement with Broadway Station Partners, LLC dated 9/22/22 in the amount of \$3,000,000 and an additional \$7,000,000 30 days after the loan closing date. The principal balance of any Note amounts outstanding shall be paid to BSP exclusively from Bond Funds on March 31, 2023 (the "Maturity Date") and interest rate of 8%.

Calculation of Interest. Interest on the Loan shall be computed on an annual (ACT/360) basis and shall accrue as of the Note disbursement date; that is, by applying the ratio of the interest rate over a year of 360 days and then multiplying such ratio by the product of the outstanding principal balance and the actual number of days the principal balance is outstanding. Interest on each Note shall be taxable and shall be separately calculated for purposes of determining the aggregate unpaid principal balance on the Note and shall compound annually from the Note disbursement date.

Use of Loan Proceeds. The District shall use the proceeds of the Loan to pay invoices from contractors and vendors for "Reimbursable Project Costs" as such term is defined in the Redevelopment Agreement dated October 18, 2017 (the "Redevelopment Agreement") between the District and the Denver Urban Renewal Authority.

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.

**BROADWAY STATION METRO DISTRICT NO. 1**  
**2023 ADOPTED BUDGET**  
**SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Loan Agreements (continued)**

The District shall have the right to prepay the amount of Five Million and no/100 Dollars (\$5,000,000.00) of the Loan as evidenced by the Second Note, together with interest thereon, at any time between the Second Draw Date and sixty (60) days after the Second Draw Date, without penalty. The District shall have no other right to prepay the Loan. Any such prepayment shall be applied first to interest accruals on the Notes (unless Bond Funds are being used to fund such prepayment), then to the outstanding principal balance on the First Note, and then to the outstanding principal balance on the Second Note.

**Reserves**

**Emergency Reserves**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

BROADWAY STATION METRO DISTRICT NO. 2

FINANCIAL STATEMENTS

**SEPTEMBER 30, 2023**

**BROADWAY STATION METRO DISTRICT NO. 2**  
**Balance Sheet - Governmental Funds**  
**September 30, 2023**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>				
Colostrust	\$ 365.82	\$ 44,328.41	\$ -	\$ 44,694.23
UMB - 2019A Bond Fund	-	2,416.38	-	2,416.38
UMB - 2019A Surplus Fund	-	3,576,650.09	-	3,576,650.09
UMB - 2019A Revenue Fund	-	15,168.43	-	15,168.43
UMB - 2019 Escrow Account	-	-	4,330,935.78	4,330,935.78
Receivable from County Treasurer	347.14	1,770.46	-	2,117.60
<b>Total Assets</b>	<u>\$ 712.96</u>	<u>\$ 3,640,333.77</u>	<u>\$ 4,330,935.78</u>	<u>\$ 7,971,982.51</u>
<b>Liabilities</b>				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Due to other District No. 1	712.96	-	-	712.96
Due to District No. 1 - Regional Mill Levy	-	42,294.28	-	42,294.28
<b>Total Liabilities</b>	<u>712.96</u>	<u>42,294.28</u>	<u>-</u>	<u>43,007.24</u>
<b>Fund Balances</b>	<u>-</u>	<u>3,598,039.49</u>	<u>4,330,935.78</u>	<u>7,928,975.27</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 712.96</u>	<u>\$ 3,640,333.77</u>	<u>\$ 4,330,935.78</u>	<u>\$ 7,971,982.51</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.



**BROADWAY STATION METRO DISTRICT NO. 2**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 50,225.00	\$ 50,217.01	\$ 7.99
Specific ownership taxes	3,014.00	2,346.42	667.58
Interest income	-	7.52	(7.52)
Other revenue	1,500.00	-	1,500.00
District Cooperation Agreement Revenue	52,447.00	51,923.50	523.50
Total Revenue	<u>107,186.00</u>	<u>104,494.45</u>	<u>2,691.55</u>
Expenditures			
County Treasurer's fee	503.00	502.24	0.76
Transfers to District No. 1	106,683.00	103,992.21	2,690.79
Total Expenditures	<u>107,186.00</u>	<u>104,494.45</u>	<u>2,691.55</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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**

**BROADWAY STATION METRO DISTRICT NO. 2**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 251,124.00	\$ 251,085.11	\$ 38.89
Regional Property Taxes	5,022.00	5,021.70	0.30
Specific ownership taxes	12,556.00	11,732.02	823.98
Regional Specific Ownership Taxes	251.00	234.64	16.36
Interest income	2,000.00	103,921.16	(101,921.16)
District Cooperation Agreement Revenue	262,235.00	259,633.87	2,601.13
District Cooperation Agreement Revenue - regional	5,245.00	5,192.34	52.66
Total Revenue	<u>538,433.00</u>	<u>636,820.84</u>	<u>(98,387.84)</u>
Expenditures			
County Treasurer's fee	2,511.00	2,511.22	(0.22)
Regional County Treasurers Fees	-	50.23	(50.23)
Paying agent fees	7,000.00	-	7,000.00
Bond Interest - Series 2019A	2,337,594.00	1,168,796.87	1,168,797.13
Bond principal	5,000.00	-	5,000.00
Contingency	100,000.00	-	100,000.00
Transfers to District No. 1 - Regional Mill Levy	10,267.00	10,398.35	(131.35)
Total Expenditures	<u>2,462,372.00</u>	<u>1,181,756.67</u>	<u>1,280,615.33</u>
Net Change in Fund Balances	(1,923,939.00)	(544,935.83)	(1,379,003.17)
Fund Balance - Beginning	4,155,002.00	4,142,975.32	12,026.68
Fund Balance - Ending	<u>\$ 2,231,063.00</u>	<u>\$ 3,598,039.49</u>	<u>\$ (1,366,976.49)</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.

**BROADWAY STATION METRO DISTRICT NO. 2**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 5,000.00	\$ 103,701.66	\$ (98,701.66)
Total Revenue	<u>5,000.00</u>	<u>103,701.66</u>	<u>(98,701.66)</u>
Expenditures			
Contingency	100,000.00	-	100,000.00
Transfers to District No. 1	1,550,000.00	-	1,550,000.00
Total Expenditures	<u>1,650,000.00</u>	<u>-</u>	<u>1,650,000.00</u>
Net Change in Fund Balances	(1,645,000.00)	103,701.66	(1,748,701.66)
Fund Balance - Beginning	4,191,004.00	4,227,234.12	(36,230.12)
Fund Balance - Ending	<u>\$ 2,546,004.00</u>	<u>\$ 4,330,935.78</u>	<u>\$ (1,784,931.78)</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.

**Broadway Station Metro District No. 2**  
**Schedule of Cash Position**  
**September 30, 2023**  
**As Updated October 26th, 2023**

109

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>ColoTrust Plus</u></b>				
Balance as of 9/30/23	\$ 365.81	\$ 44,328.42	\$ -	\$ 44,694.23
Subsequent activities:				
10/10/23 - Property Taxes	347.15	1,770.46	-	2,117.61
<i>Anticipated Transfer to D1</i>	(712.96)	-	-	(712.96)
<i>Anticipated Transfer to UMB Revenue Fund</i>		(3,935.88)	-	(3,935.88)
<i>Anticipated Balance</i>	-	42,163.00	-	42,163.00
<b><u>UMB - 2019A Bond Fund 149652.1</u></b>				
Balance as of 9/30/23	\$ -	\$ 2,416.38	\$ -	\$ 2,416.38
Subsequent activities:				
<i>Anticipated Transfer from Surplus Fund</i>	-	1,171,380.50	-	1,171,380.50
<i>Anticipated Debt Service Principal Payment</i>	-	(5,000.00)	-	(5,000.00)
<i>Anticipated Debt Service Interest Payment</i>	-	(1,168,796.88)	-	(1,168,796.88)
<i>Anticipated Balance</i>	-	-	-	0.00
<b><u>UMB - 2019A Revenue Fund 149652.2</u></b>				
Balance as of 9/30/23	\$ -	\$ 15,168.43	\$ -	\$ 15,168.43
Subsequent activities:				
<i>Anticipated Transfer from ColoTrust</i>	-	3,935.88	-	3,935.88
<i>Anticipated Balance</i>	-	19,104.31	-	19,104.31
<b><u>UMB - 2019A Surplus Fund 149652.3</u></b>				
Balance as of 9/30/23	\$ -	\$ 3,576,650.09	\$ -	\$ 3,576,650.09
Subsequent activities:				
<i>Anticipated Transfer to Bond Fund</i>	-	(1,171,380.50)	-	(1,171,380.50)
<i>Anticipated Balance</i>	-	2,405,269.59	-	2,405,269.59
<b><u>UMB - 2019A Escrow Fund 149652.5</u></b>				
Balance as of 9/30/23	\$ -	\$ -	\$ 4,330,935.78	\$ 4,330,935.78
Subsequent activities:				
<i>Anticipated Balance</i>	-	-	4,330,935.78	4,330,935.78
<b>Total Anticipated Accounts</b>	<b>\$ -</b>	<b>\$ 2,466,536.90</b>	<b>\$ 4,330,935.78</b>	<b>\$ 6,797,472.68</b>

**Yield information as of 09/30/23**

ColoTrust - 5.5058%

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.

**BROADWAY STATION METRO DISTRICT NO. 2  
Property Taxes Reconciliation  
2023**

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	DURA	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 1,131.72	\$ -	\$ -	\$ -	\$ 1,131.72	0.00%	0.00%	\$ 1,163.95	0.00%	0.00%
February	20.89	-	1,192.27	-	(0.19)	21.58	1,234.55	0.01%	0.01%	2,149.05	0.01%	0.01%
March	4,810.63	-	1,462.15	-	(48.10)	4,973.24	11,197.92	1.57%	1.58%	2,575.22	0.00%	0.01%
April	296,186.87	-	1,048.81	-	(2,961.87)	306,199.21	600,473.01	96.68%	98.25%	470,993.44	99.99%	100.00%
May	5,305.44	-	1,086.14	45.91	(53.52)	5,532.26	11,916.23	1.73%	99.98%	1,945.02	0.01%	100.01%
June	-	-	2,005.55	-	-	-	2,005.55	0.00%	99.98%	1,609.32	0.00%	100.01%
July	-	-	1,966.08	-	-	-	1,966.08	0.00%	99.98%	2,085.87	0.00%	100.01%
August	-	-	2,302.73	-	-	-	2,302.73	0.00%	99.98%	2,469.46	0.00%	100.01%
September	-	-	2,117.61	-	-	-	2,117.61	0.00%	99.98%	2,034.65	0.00%	100.01%
October	-	-	-	-	-	-	-	0.00%	99.98%	1,947.42	0.00%	100.01%
November	-	-	-	-	-	-	-	0.00%	99.98%	1,806.54	0.00%	100.01%
December	-	-	-	-	-	-	-	0.00%	99.98%	1,532.54	0.00%	100.01%
<b>Total</b>	<b>\$ 306,323.83</b>	<b>\$ -</b>	<b>\$ 14,313.06</b>	<b>\$ 45.91</b>	<b>\$ (3,063.68)</b>	<b>\$ 316,726.29</b>	<b>\$ 634,345.40</b>	<b>99.98%</b>	<b>99.98%</b>	<b>\$ 492,312.48</b>	<b>100.01%</b>	<b>100.01%</b>

	Assessed Value	Mills	Property Taxes		% Collected to Amount Levied
			Taxes Levied	% of Levied	
<b>Property Tax</b>					
General Fund	5,022,486	10.000	\$ 50,225	16.39%	\$ 50,217.01 99.98%
Debt Service Fund	5,022,486	50.000	\$ 251,124	81.97%	251,085.11 99.98%
Debt Service Fund (Regional)	5,022,486	1.000	\$ 5,022	1.64%	5,021.70 99.98%
<b>Total Property Tax</b>			<b>\$ 306,372</b>	<b>100.00%</b>	<b>\$ 306,323.82 99.98%</b>
<b>District Cooperation Agreement</b>					
General Fund	5,244,704	10.000	\$ 52,447	16.39%	\$ 51,923.50 99.00%
Debt Service Fund	5,244,704	50.000	\$ 262,235	81.97%	259,617.50 99.00%
Debt Service Fund (Regional)	5,244,704	1.000	\$ 5,245	1.64%	5,192.34 99.00%
<b>Total Duta</b>			<b>\$ 319,927</b>	<b>100.00%</b>	<b>\$ 316,733.34 99.00%</b>
<b>Total Property Taxes</b>			<b>\$ 626,299</b>	<b>100.00%</b>	<b>\$ 623,057.16 99.48%</b>
<b>Specific Ownership Tax</b>					
General Fund			\$ 2,566	16.39%	\$ 2,346.41 91.44%
Debt Service Fund			8,982	81.97%	11,732.02 130.62%
Debt Service Fund (Regional)			257	1.64%	234.64 91.30%
<b>Total</b>			<b>\$ 11,805</b>	<b>100.00%</b>	<b>\$ 14,313.07 121.25%</b>
<b>Treasurer's Fees</b>					
General Fund			\$ 513	16.39%	\$ 502.24 97.90%
Debt Service Fund			1,797	81.97%	2,511.21 139.74%
Debt Service Fund (Regional)			51	1.64%	50.22 98.48%
<b>Total</b>			<b>\$ 2,361</b>	<b>100.00%</b>	<b>\$ 3,063.68 129.76%</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.

**BROADWAY STATION METRO DISTRICT NO. 2  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 1 (“District No. 1”) and Broadway Station Metropolitan District No. 3 (“District No. 3” and together with the District and District No. 1, the “Districts”), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District’s service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**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.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurers, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurers to all taxing entities within the Counties. The budget assumes that the District’s share will be equal to approximately 5% of the property taxes collected by Denver County.

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.

**BROADWAY STATION METRO DISTRICT NO. 2  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .1%.

**District Cooperation Agreement Revenue**

On September 20, 2017, the Districts entered into an IGA with Denver Urban Renewal Authority ("DURA"), whereby DURA has agreed to remit during the TIF Period to District No. 1 all revenues generated from the imposition of ad valorem property taxes by the Districts on the incremental assessed valuation of property of the Districts. The District and District No. 1 entered into a Capital Pledge Agreement pursuant to which District No. 1 will transfer all of the Pass-Through Tax Revenues and the 2019B Pass Through Tax Revenues to the District. Accordingly, during the TIF Period, the District receives its Pass-Through Tax Revenue and 2019B Pass Through Tax Revenue from District No. 1 and not from DURA or the County Treasurer.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections by Denver County.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019A Bonds (discussed under Debt and Leases).

**Transfers to District No. 1**

The District is obligated to impose mill levies which will be sufficient to promptly and fully pay amounts to District No. 1. The District is required to remit property taxes derived from such mill levies, together with specific ownership taxes applicable to property within the District less County Treasurer Fees, to District No. 1. The District anticipates transferring funds to District No. 1, as shown in the General Fund budget for operations and Capital Projects fund for the proposed infrastructure to be built by District No. 1.

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.



**BROADWAY STATION METRO DISTRICT NO. 2  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (continued)**

**Regional Mill Levy Transfers**

Regional Mill Levy transfers will be transferred to District 1 for: The South Platte River Drive Widening for Bridge, walls on the west side of river for bike trail connection, South Platte River Improvements - Trail, River & Bridge Landscaping, and Florida Avenue Signal Improvements may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**Debt and Leases**

In April 2019, the District issued \$45,800,000 in Series 2019A General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds and \$8,151,856 in Series 2020B Subordinate (Convertible to Senior) Capital Appreciation (Convertible to Current Interest) Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds. The Bonds shall constitute limited tax general obligations of the District secured by and payable from the pledged revenues.

“Senior Required Debt Mill Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in that number of mills necessary, after taking into account any Available Surplus Amount transferred to the Bond Fund pursuant to the applicable provisions of the Senior Indenture (as described in this Limited Offering Memorandum under the caption “THE SERIES 2019A SENIOR BONDS – Certain Senior Indenture Provisions – Surplus Fund – Transfers to Bond Fund to Maintain Senior Required Debt Mill Levy”), to fund the Bond Fund for the applicable bond year in an amount sufficient to pay the Series 2019A Senior Bonds as they come due in such bond year, and fund (or replenish) the Surplus Fund to the Minimum Surplus Amount, but not in excess of 50.000 mills, provided that if the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, such levy shall not be less than 30.000 mills or such lesser mill levy which will (i) fund the Bond Fund for the applicable Bond Year in an amount sufficient to pay Series 2019A Senior Bonds as they come due in such Bond Year and (ii) fund the Surplus Fund to the Maximum Surplus Amount; provided however, that: with respect to the maximum mill levy of 50.000 mills stated above, if after February 2006 and, with respect to the minimum mill levy of 30.000 mills stated above, if after the date of issuance of the Series 2019A Senior Bonds, there are legislative or constitutionally imposed adjustments in assessed values or the method of their calculations with respect to any class of taxable property on which the District may certify its mill levy, the minimum and/or maximum mill levies provided above in this paragraph (a) shall, with respect to the applicable class or classes of taxable property of the District (and with respect to any changes occurring after February 2006, as to the maximum mill levy, and with respect to any changes occurring after the date of issuance of the Series 2019A Senior Bonds with respect to the minimum mill levy) be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted, is neither diminished not enhanced as a result of such changes. For purposes of the foregoing, among other adjustments, a change in the ratio of actual valuation of assessable property shall be deemed a change in the method of calculating assessed valuation.

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.

**BROADWAY STATION METRO DISTRICT NO. 2**  
**2023 ADOPTED BUDGET**  
**SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

The Series 2019A Senior Bonds are also secured by a Surplus Fund, which is to be partially funded from the Bond proceeds in the amount \$4,213,000.00 (being the "Initial Surplus Amount" and, prior to the 2019A UTGO Conversion Dates, which is not guaranteed to occur, is to be funded from Pledged Revenue, if any, available after payment of the Series 2019A Senior Bonds and the Series 2019B Subordinate Bonds, up to the Maximum Surplus Amount of \$5,000,000.00. In addition, if drawn upon such that the amount therein is less than the Minimum Surplus Amount of \$3,370,000.00, the Surplus Fund is to be replenished to the Minimum Surplus amount from pledged revenue, if any, available after payment of the Series 2019A Senior Bonds. After the 2019A UTGO Conversion Date, the amount available in the Surplus Fund in excess of the initial Surplus Amount is to be released to the District as described in "THE SERIES 2019A SENIOR BONDS". A portion of the interest to accrue on the Series 2019A Senior Bonds will be paid from proceeds of the Series 2019A Senior Bonds in the amount of \$7,014,187.53.

**Reserves**

**Emergency Reserves**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since majority of all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an emergency reserve is not reflected in the District's 2022 Budget.

**Broadway Station Metropolitan District No. 2**  
**\$45,800,000**  
**General Obligation Bonds**  
**Series 2019A**  
**Issue date April 16, 2019**  
**Interest Rate of 5.000% - 5.125%**  
**Due June 1 and December 1**

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	5,000	2,337,594	2,342,594
2024	5,000	2,337,344	2,342,344
2025	70,000	2,337,094	2,407,094
2026	80,000	2,333,594	2,413,594
2027	160,000	2,329,594	2,489,594
2028	455,000	2,321,594	2,776,594
2029	495,000	2,298,844	2,793,844
2030	715,000	2,274,094	2,989,094
2031	755,000	2,238,344	2,993,344
2032	970,000	2,200,594	3,170,594
2033	1,020,000	2,152,094	3,172,094
2034	1,260,000	2,101,094	3,361,094
2035	1,325,000	2,038,094	3,363,094
2036	1,590,000	1,971,844	3,561,844
2037	1,670,000	1,890,356	3,560,356
2038	1,970,000	1,804,768	3,774,768
2039	2,075,000	1,703,806	3,778,806
2040	2,405,000	1,597,462	4,002,462
2041	2,530,000	1,474,206	4,004,206
2042	2,900,000	1,344,544	4,244,544
2043	3,045,000	1,195,918	4,240,918
2044	3,460,000	1,039,862	4,499,862
2045	3,635,000	862,538	4,497,538
2046	4,090,000	676,244	4,766,244
2047	4,300,000	466,632	4,766,632
2048	4,805,000	246,256	5,051,256
	<u>\$ 45,795,000</u>	<u>\$ 47,912,252</u>	<u>\$ 93,707,252</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.

BROADWAY STATION METRO DISTRICT NO. 3

FINANCIAL STATEMENTS

**SEPTEMBER 30, 2023**

**BROADWAY STATION METRO DISTRICT NO. 3**  
**Balance Sheet - Governmental Funds**  
**September 30, 2023**

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Assets</b>				
Colostrust	\$ 85.38	\$ 74,237.39	\$ -	\$ 74,322.77
UMB Bond Fund	-	2,068.22	-	2,068.22
UMB Surplus Fund	-	3,992,740.91	-	3,992,740.91
UMB Project Fund	-	-	4,099,163.61	4,099,163.61
UMB - 2019B Sub Project Fund	-	-	10,832,486.68	10,832,486.68
UMB - 2019A Revenue Fund	-	150,254.06	-	150,254.06
Due from District No. 1	-	48,605.61	-	48,605.61
Interest receivable	-	-	100.00	100.00
Receivable from County Treasurer	239.38	861.78	-	1,101.16
<b>Total Assets</b>	<u>\$ 324.76</u>	<u>\$ 4,268,767.97</u>	<u>\$ 14,931,750.29</u>	<u>\$ 19,200,843.02</u>
<b>Liabilities</b>				
Accounts Payable	\$ -	\$ -	\$ -	\$ -
Due to District No. 1	324.76	-	1,767,997.00	1,768,321.76
Due to District No. 1 - Regional Mill Levy	-	72,507.66	-	72,507.66
<b>Total Liabilities</b>	<u>324.76</u>	<u>72,507.66</u>	<u>1,767,997.00</u>	<u>1,840,829.42</u>
<b>Fund Balances</b>	<u>-</u>	<u>4,196,260.31</u>	<u>13,163,753.29</u>	<u>17,360,013.60</u>
<b>Liabilities and Fund Balances</b>	<u>\$ 324.76</u>	<u>\$ 4,268,767.97</u>	<u>\$ 14,931,750.29</u>	<u>\$ 19,200,843.02</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.

**BROADWAY STATION METRO DISTRICT NO. 3**  
**General Fund Statement of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 24,286.00	\$ 27,181.24	\$ (2,895.24)
Specific ownership taxes	1,214.00	1,613.61	(399.61)
Interest income	-	180.90	(180.90)
Other revenue	1,500.00	-	1,500.00
District Cooperation Agreement Revenue	25,361.00	21,436.62	3,924.38
Total Revenue	<u>52,361.00</u>	<u>50,412.37</u>	<u>1,948.63</u>
Expenditures			
County Treasurer's fee	242.00	323.88	(81.88)
Transfers to District No. 1	52,119.00	50,088.49	2,030.51
Total Expenditures	<u>52,361.00</u>	<u>50,412.37</u>	<u>1,948.63</u>
Fund Balance - Beginning	-	-	-
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</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**

**BROADWAY STATION METRO DISTRICT NO. 3**  
**Debt Service Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 121,432.00	\$ 95,133.79	\$ 26,298.21
Regional Property Taxes	2,429.00	2,717.59	(288.59)
Specific ownership taxes	6,072.00	5,647.68	424.32
Regional Specific Ownership Taxes	121.00	161.33	(40.33)
Interest income	2,000.00	115,506.20	(113,506.20)
District Cooperation Agreement Revenue	126,805.00	107,183.57	19,621.43
District Cooperation Agreement Revenue - Regional	2,536.00	2,143.67	392.33
Total Revenue	<u>261,395.00</u>	<u>328,493.83</u>	<u>(67,098.83)</u>
Expenditures			
County Treasurer's fee	1,215.00	1,133.56	81.44
County Treasurer's Fee - Regional	-	32.38	(32.38)
Paying agent fees	10,000.00	-	10,000.00
Bond interest	2,339,500.00	1,169,750.00	1,169,750.00
Bond principal	5,000.00	-	5,000.00
Contingency	100,000.00	-	100,000.00
Transfers to District No. 1 -Regional mill levy	4,965.00	4,990.22	(25.22)
Total Expenditures	<u>2,460,680.00</u>	<u>1,175,906.16</u>	<u>1,284,773.84</u>
Net Change in Fund Balances	(2,199,285.00)	(847,412.33)	(1,351,872.67)
Fund Balance - Beginning	5,051,655.00	5,043,672.64	7,982.36
Fund Balance - Ending	<u>\$ 2,852,370.00</u>	<u>\$ 4,196,260.31</u>	<u>\$ (1,343,890.31)</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.



**BROADWAY STATION METRO DISTRICT NO. 3**  
**Capital Projects Fund Schedule of Revenues, Expenditures and Changes in**  
**Fund Balances - Budget and Actual**  
**For the Period Ending September 30, 2023**

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 5,000.00	\$ 674,899.03	\$ (669,899.03)
Total Revenue	<u>5,000.00</u>	<u>674,899.03</u>	<u>(669,899.03)</u>
Expenditures			
Contingency	100,000.00	-	100,000.00
Transfers to District No. 1	21,212,038.00	8,204,830.87	13,007,207.13
Total Expenditures	<u>21,312,038.00</u>	<u>8,204,830.87</u>	<u>13,107,207.13</u>
Net Change in Fund Balances	(21,307,038.00)	(7,529,931.84)	(13,777,106.16)
Fund Balance - Beginning	21,307,038.00	20,693,685.13	613,352.87
Fund Balance - Ending	<u>\$ -</u>	<u>\$ 13,163,753.29</u>	<u>\$ (13,163,753.29)</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.

**Broadway Station Metro District No. 3**  
**Schedule of Cash Position**  
**September 30, 2023**  
**As Updated October 26th, 2023**

122

	General Fund	Debt Service Fund	Capital Project Fund	Total
<b><u>ColoTrust Plus 8001</u></b>				
Balance as of 09/30/23	\$ 85.38	\$ 74,237.39	\$ -	\$ 74,322.77
Subsequent activities:				
10/10/23 - Property Taxes	239.38	861.78	-	1,101.16
<i>Anticipated Transfer to D1</i>	(324.76)	-	-	(324.76)
<i>Anticipated Transfer to UMB Revenue Fund</i>	-	(2,617.17)	-	(2,617.17)
<i>Anticipated Balance</i>	-	72,482.00	-	72,482.00
<b><u>UMB - 2019A Bond Fund 151529.1</u></b>				
Balance as of 09/30/23	\$ -	\$ 2,068.22	\$ -	\$ 2,068.22
Subsequent activities:				
<i>Anticipated Transfer from Surplus Fund</i>	-	1,172,681.78	-	1,172,681.78
<i>Anticipated Debt Service Principal Payment</i>	-	(5,000.00)	-	(5,000.00)
<i>Anticipated Debt Service Interest Payment</i>	-	(1,169,750.00)	-	(1,169,750.00)
<i>Anticipated Balance</i>	-	-	-	-
<b><u>UMB - 2019A Revenue Fund 151529.2</u></b>				
Balance as of 09/30/23	\$ -	\$ 150,254.06	\$ -	\$ 150,254.06
Subsequent activities:				
<i>Anticipated Transfer from ColoTrust</i>	-	2,617.17	-	2,617.17
<i>Anticipated Balance</i>	-	152,871.23	-	152,871.23
<b><u>UMB - 2019A Surplus Fund 151529.3</u></b>				
Balance as of 09/30/23	\$ -	\$ 3,992,740.91	\$ -	\$ 3,992,740.91
Subsequent activities:				
<i>Anticipated Transfer to Bond Fund</i>	-	(1,172,681.78)	-	(1,172,681.78)
<i>Anticipated Balance</i>	-	2,820,059.13	-	2,820,059.13
<b><u>UMB - 2019A Senior Project Fund 151529.4</u></b>				
Balance as of 09/30/23	\$ -	\$ -	\$ 4,099,163.61	\$ 4,099,163.61
Subsequent activities:				
<i>Anticipated Balance</i>	-	-	4,099,163.61	4,099,163.61
<b><u>UMB - 2019B SubProject Fund 151530.3</u></b>				
Balance as of 09/30/23	\$ -	\$ -	\$ 10,832,486.68	\$ 10,832,486.68
Subsequent activities:				
<i>Anticipated Balance</i>	-	-	10,832,486.68	10,832,486.68
<b>Total anticipated Accounts</b>	<b>\$ -</b>	<b>\$ 3,045,412.36</b>	<b>\$ 14,931,650.29</b>	<b>\$ 17,977,062.65</b>

**Yield information as of 09/30/23**

ColoTrust - 5.5058%

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.

**BROADWAY STATION METRO DISTRICT NO. 3**  
**Property Taxes Reconciliation**  
**2023**

	Current Year							Prior Year				
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	DURA	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 565.86	\$ -	\$ -	\$ -	\$ 565.86	0.00%	0.00%	\$ 581.98	0.00%	0.00%
February	52,147.85	(23,116.07)	596.13	-	(521.48)	30,656.00	59,762.43	24.62%	24.62%	1,054.03	0.00%	0.00%
March	175.95	-	787.31	-	(1.76)	181.88	1,143.38	0.15%	24.77%	1,287.61	0.00%	0.00%
April	0.60	-	564.75	-	-	0.61	565.96	0.00%	24.77%	235,260.59	100.01%	100.01%
May	54,132.93	-	584.84	-	(541.33)	55,962.79	110,139.23	45.91%	70.68%	974.78	0.01%	100.02%
June	41,691.36	-	1,002.78	833.84	(425.25)	43,962.67	87,065.40	35.36%	106.03%	803.97	0.00%	100.02%
July	-	-	1,022.36	-	-	-	1,022.36	0.00%	106.03%	1,042.94	0.00%	100.02%
August	-	-	1,197.42	-	-	-	1,197.42	0.00%	106.03%	1,231.57	0.00%	100.02%
September	-	-	1,101.16	-	-	-	1,101.16	0.00%	106.03%	1,017.33	0.00%	100.02%
October	-	-	-	-	-	-	-	0.00%	106.03%	973.71	0.00%	100.02%
November	-	-	-	-	-	-	-	0.00%	106.03%	903.27	0.00%	100.02%
December	-	-	-	-	-	-	-	0.00%	106.03%	766.27	0.00%	100.02%
<b>Total</b>	<b>\$ 148,148.69</b>	<b>\$ (23,116.07)</b>	<b>\$ 7,422.61</b>	<b>\$ 833.84</b>	<b>\$ (1,489.82)</b>	<b>\$ 130,763.95</b>	<b>\$ 262,563.20</b>	<b>106.03%</b>	<b>106.03%</b>	<b>\$ 245,898.05</b>	<b>100.02%</b>	<b>100.02%</b>

	Assessed Value	Mills	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
<b>Property Tax</b>						
General Fund	2,428,638	10.000	\$ 25,635	21.74%	\$ 27,181.23	106.03%
Debt Service Fund	2,428,638	50.000	89,722	76.09%	95,133.79	106.03%
Debt Service Fund (Regional)	2,428,638	1.000	2,563	2.17%	2,717.59	106.03%
			<b>\$ 117,920</b>	<b>100.00%</b>	<b>\$ 125,032.61</b>	<b>106.03%</b>
<b>District Cooperation Agreement</b>						
General Fund	2,536,092	10.000	\$ 25,361	16.39%	\$ 21,436.71	84.53%
Debt Service Fund	2,536,092	50.000	126,805	81.97%	107,183.57	84.53%
Debt Service Fund (Regional)	2,536,092	1.000	2,536	1.64%	2,143.67	84.53%
	<b>Total Duta</b>		<b>\$ 154,701.61</b>	<b>100.00%</b>	<b>\$ 130,763.95</b>	<b>84.53%</b>
<b>Specific Ownership Tax</b>						
General Fund			\$ 1,282	21.74%	\$ 1,613.62	125.87%
Debt Service Fund			4,486	76.09%	5,647.65	125.90%
Debt Service Fund (Regional)			128	2.17%	161.33	126.04%
			<b>\$ 5,896</b>	<b>100.00%</b>	<b>\$ 7,422.61</b>	<b>125.89%</b>
<b>Treasurer's Fees</b>						
General Fund			\$ 256	21.74%	\$ 323.88	126.52%
Debt Service Fund			897	76.09%	1,133.56	126.37%
Debt Service Fund (Regional)			26	2.17%	32.38	124.54%
			<b>\$ 1,179</b>	<b>100.00%</b>	<b>\$ 1,489.82</b>	<b>126.36%</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.

**BROADWAY STATION METRO DISTRICT NO. 3  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for the City and County of Denver on May 12, 2006, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District was formed in conjunction with Broadway Station Metropolitan District No. 1 ("District No. 1") and Broadway Station Metropolitan District No. 2 ("District No. 2" and together with the District and District No. 1, the "Districts"), for the purpose of providing certain public improvements and services to and for the benefit of the properties within the Districts. The District's service area is located in the City and County of Denver (City).

The District was established to provide financing for the design, acquisition, installation, construction and completion of public improvements and services, including water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation and mosquito control improvements and services.

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.

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

**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.

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurers, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurers to all taxing entities within the Counties. The budget assumes that the District's share will be equal to approximately 5% of the property taxes collected by Denver County.

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.

**BROADWAY STATION METRO DISTRICT NO. 3  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues (Continued)**

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately .1%.

**District Cooperation Agreement Revenue**

On September 20, 2017, the Districts entered into an IGA with Denver Urban Renewal Authority ("DURA"), whereby DURA has agreed to remit during the TIF Period to District No. 1 all revenues generated from the imposition of ad valorem property taxes by the Districts on the incremental assessed valuation of property of the Districts. The District and District No. 1 entered into a Capital Pledge Agreement pursuant to which District No. 1 will transfer all of the Pass-Through Tax Revenues and the 2019B Pass Through Tax Revenues to the District. Accordingly, during the TIF Period, the District receives its Pass-Through Tax Revenue and 2019B Pass Through Tax Revenue from District No. 1 and not from DURA or the County Treasurer.

**Expenditures**

**Administrative and Operating Expenditures**

Operating and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, management, accounting, insurance and meeting expense. Estimated expenditures related to street repairs and maintenance, street lights, street sweeping, landscaping, mowing, parks and open space maintenance, utilities and snow removal were also included the General Fund budget.

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1% of property tax collections by Denver County.

**Debt Service**

Principal and interest payments are provided based on the debt amortization schedule from the Series 2019A Bonds (discussed under Debt and Leases).

**Transfers to District No. 1**

The District is obligated to impose mill levies which will be sufficient to promptly and fully pay amounts to District No. 1. The District is required to remit property taxes derived from such mill levies, together with specific ownership taxes applicable to property within the District less County Treasurer Fees, to District No. 1. The District anticipates transferring funds to District No. 1, as shown in the General Fund budget for operations and Capital Projects fund for the proposed infrastructure to be built by District No. 1.

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.

**BROADWAY STATION METRO DISTRICT NO. 3  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures (continued)**

**Regional Mill Levy Transfers**

The South Platte River Drive Widening for Bridge, walls on the west side of river for bike trail connection, South Platte River Improvements - Trail, River & Bridge Landscaping, and Florida Avenue Signal Improvements may be paid for by use of the Regional Mill as agreed upon by the Metro District and the City.

**Debt and Leases**

In November 2019, the District issued \$46,800,000 in Series 2019A General Obligation (Limited Tax Convertible to Unlimited Tax) Bonds and \$41,401,947 in Series 2020B Subordinate (Convertible to Senior) Capital Appreciation (Convertible to Current Interest) Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds. The Bonds shall constitute limited tax general obligations of the District secured by and payable from the pledged revenues.

“Senior Required Debt Mill Levy” means an ad valorem mill levy (a mill being equal to 1/10 of 1 cent) imposed upon all taxable property of the District each year in that number of mills necessary, after taking into account any Available Surplus Amount transferred to the Bond Fund pursuant to the applicable provisions of the Senior Indenture (as described in this Limited Offering Memorandum under the caption “THE SERIES 2019A SENIOR BONDS – Certain Senior Indenture Provisions – Surplus Fund – Transfers to Bond Fund to Maintain Senior Required Debt Mill Levy”), to fund the Bond Fund for the applicable bond year in an amount sufficient to pay the Series 2019A Senior Bonds as they come due in such bond year, and fund (or replenish) the Surplus Fund to the Minimum Surplus Amount, but not in excess of 50.000 mills, provided that if the amount on deposit in the Surplus Fund is less than the Maximum Surplus Amount, such levy shall not be less than 35.000 mills or such lesser mill levy which will (i) fund the Bond Fund for the applicable Bond Year in an amount sufficient to pay Series 2019A Senior Bonds as they come due in such Bond Year and (ii) fund the Surplus Fund to the Maximum Surplus Amount; provided however, that: with respect to the maximum mill levy of 50.000 mills stated above, if after February 2006 and, with respect to the minimum mill levy of 35.000 mills stated above, if after the date of issuance of the Series 2019A Senior Bonds, there are legislative or constitutionally imposed adjustments in assessed values or the method of their calculations with respect to any class of taxable property on which the District may certify its mill levy, the minimum and/or maximum mill levies provided above in this paragraph (a) shall, with respect to the applicable class or classes of taxable property of the District (and with respect to any changes occurring after February 2006, as to the maximum mill levy, and with respect to any changes occurring after the date of issuance of the Series 2019A Senior Bonds with respect to the minimum mill levy) be increased or decreased to reflect such changes, such increases or decreases to be determined by the Board in good faith (such determination to be binding and final) so that to the extent possible, the actual tax revenue generated by the mill levy, as adjusted, is neither diminished nor enhanced as a result of such changes. For purposes of the foregoing, among other adjustments, a change in the ratio of actual valuation of assessable property shall be deemed a change in the method of calculating assessed valuation.

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.

**BROADWAY STATION METRO DISTRICT NO. 3  
2023 ADOPTED BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Debt and Leases (continued)**

The Series 2019A Senior Bonds are also secured by a Surplus Fund, which is to be partially funded from the Bond proceeds in the amount \$4,298,000 (being the "Initial Surplus Amount" and, prior to the 2019A UTGO Conversion Dates, which is not guaranteed to occur, is to be funded from Pledged Revenue, if any, available after payment of the Series 2019A Senior Bonds and the Series 2019B Subordinate Bonds, up to the Maximum Surplus Amount of \$9,360,000.00. In addition, if drawn upon such that the amount therein is less than the Minimum Surplus Amount of \$4,298,000, the Surplus Fund is to be replenished to the Minimum Surplus amount from pledged revenue, if any, available after payment of the Series 2019A Senior Bonds. After the 2019A UTGO Conversion Date, the amount available in the Surplus Fund in excess of the initial Surplus Amount is to be released to the District as described in "THE SERIES 2019A SENIOR BONDS". A portion of the interest to accrue on the Series 2019A Senior Bonds will be paid from proceeds of the Series 2019A Senior Bonds in the amount of \$7,019,745.83.

**Reserves**

**Emergency Reserves**

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of fiscal year spending. Since majority of all funds received by the District are transferred to District No. 1, which pays for all Districts' operations and maintenance costs, an emergency reserve is not reflected in the District's 2022 Budget.

**Broadway Station Metropolitan District No. 3**  
**\$46,800,000**  
**General Obligation Bonds**  
**Series 2019A**  
**Issue date December 4, 2019**  
**Interest Rate of 5.00%**  
**Due June 1 and December 1**

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2023	5,000	2,339,500	2,344,500
2024	5,000	2,339,250	2,344,250
2025	5,000	2,339,000	2,344,000
2026	5,000	2,338,750	2,343,750
2027	5,000	2,338,500	2,343,500
2028	335,000	2,338,250	2,673,250
2029	355,000	2,321,500	2,676,500
2030	530,000	2,303,750	2,833,750
2031	555,000	2,277,250	2,832,250
2032	755,000	2,249,500	3,004,500
2033	795,000	2,211,750	3,006,750
2034	1,015,000	2,172,000	3,187,000
2035	1,065,000	2,121,250	3,186,250
2036	1,310,000	2,068,000	3,378,000
2037	1,375,000	2,002,500	3,377,500
2038	1,645,000	1,933,750	3,578,750
2039	1,730,000	1,851,500	3,581,500
2040	2,030,000	1,765,000	3,795,000
2041	2,130,000	1,663,500	3,793,500
2042	2,465,000	1,557,000	4,022,000
2043	2,590,000	1,433,750	4,023,750
2044	2,960,000	1,304,250	4,264,250
2045	3,105,000	1,156,250	4,261,250
2046	3,520,000	1,001,000	4,521,000
2047	3,695,000	825,000	4,520,000
2048	4,150,000	640,250	4,790,250
2049	8,655,000	432,750	9,087,750
	<u>\$ 46,795,000</u>	<u>\$ 51,664,500</u>	<u>\$ 98,459,500</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.





14143 Denver W Parkway #450  
Lakewood, CO 80401

303 988 1900  
wipfli.com

October 26, 2023

Lisa Ingle  
*Board of Directors*  
Broadway Station Metropolitan District No. 1  
c/o CliftonLarsonAllen LLP  
8390 E Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Lisa,

We are pleased to serve as the independent auditors for Broadway Station Metropolitan District No. 1 ("Client") for the year ended December 31, 2023. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and is collectively referred to herein as the "Letter" or the "Engagement Letter."

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

Broadway Station Metropolitan District No. 1

Page 2

October 26, 2023

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

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

Broadway Station Metropolitan District No. 1

Page 3

October 26, 2023

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

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

Broadway Station Metropolitan District No. 1

Page 4

October 26, 2023

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

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

#### Reporting

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

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Broadway Station Metropolitan District No. 1

Page 5

October 26, 2023

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

#### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

#### Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

#### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

Broadway Station Metropolitan District No. 1

Page 6

October 26, 2023

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: BROADWAY STATION METROPOLITAN DISTRICT NO. 1

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GL/dgc  
Enc.

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client



## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.



14143 Denver W Parkway #450  
Lakewood, CO 80401

303 988 1900  
wipfli.com

October 26, 2023

Lisa Ingle  
*Board of Directors*  
Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 E Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Lisa:

We are pleased to serve as the independent auditors for Broadway Station Metropolitan District No. 2 ("Client") for the year ended December 31, 2023. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and is collectively referred to herein as the "Letter" or the "Engagement Letter."

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

Broadway Station Metropolitan District No. 2

Page 2

October 26, 2023

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

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

Broadway Station Metropolitan District No. 2

Page 3

October 26, 2023

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

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

Broadway Station Metropolitan District No. 2

Page 4

October 26, 2023

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

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

#### Reporting

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

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Broadway Station Metropolitan District No. 2

Page 5

October 26, 2023

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

#### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

#### Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

#### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

Broadway Station Metropolitan District No. 2  
Page 6  
October 26, 2023

ACCEPTED: BROADWAY STATION METROPOLITAN DISTRICT NO. 2

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

GL/th  
Enc.

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

1. Entire Agreement

These Terms and Conditions, together with the engagement letter ("Engagement Letter") to which these Terms and Conditions are attached, and the Engagement Letter's other appendices and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties' intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli's independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as "we" or "us" or in a similar manner, and Client may be referred to as "you" or in a similar manner, and such references shall be read in context.

2. Commencement and Term

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

3. Termination of Agreement

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party's obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

4. Fee Estimates and Change Orders

Wipfli's Engagement Letter may set forth certain ranges for Wipfli's fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client's hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli's actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli's engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli's invoice for such services. A "Change Order" means a mutually agreed-upon change in the schedule or the time for Wipfli's performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli's professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

5. Payment of Fees

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client's balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client's account becomes overdue and will not be resumed until Client's account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client's failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney's fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.



## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.



14143 Denver W Parkway #450  
Lakewood, CO 80401

303 988 1900  
wipfli.com

October 26, 2023

Lisa Ingle  
*Board of Directors*  
Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 E Crescent Pkwy, Suite 300  
Greenwood Village, CO 80111

Dear Lisa:

We are pleased to serve as the independent auditors for Broadway Station Metropolitan District No. 3 ("Client") for the year ended December 31, 2023. This letter, together with the attached Terms and Conditions – Attest Engagements, confirms the terms of our engagement, and is collectively referred to herein as the "Letter" or the "Engagement Letter."

#### Fees

Our fees for this engagement will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Client, the fee for this engagement will be \$6,500. Expenses for items such as travel, telephone, postage, clerical time, printing, and reproduction of financial statements are included in the fee. Our fee has been determined based on our understanding obtained through discussions with you regarding your preparation for the engagement and your current business operations. To the extent we encounter circumstances outside of our expectations that warrant additional procedures and time, we will communicate that fact and advise you of options and the additional fees necessary to complete the engagement. We expect payment of our billings within 30 days after submission.

Our fees for the services described below are based upon the value of the services performed and the time required by the individuals assigned to the engagement. Our fee estimate and completion of our work are based upon the following criteria:

1. Anticipated cooperation from Client personnel
2. Timely responses to our inquiries
3. Timely completion and delivery of client assistance requests
4. Timely communication of all significant accounting and financial reporting matters
5. The assumption that unexpected circumstances will not be encountered during the engagement.

If any of the aforementioned criteria are not met, then the fees may increase. Interim billings will be submitted as work progresses and as expenses are incurred.

#### Audit Scope and Objectives

We will audit Client's financial statements, as of and for the year ended December 31, 2023, and the disclosures (collectively, the "financial statements"), and if applicable, supplementary information.

Broadway Station Metropolitan District No. 3

Page 2

October 26, 2023

The objectives of our audit are to obtain reasonable assurance about whether Client's financial statements taken as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether Client's financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America ("GAAP"). Reasonable assurance is a high level of assurance, but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America ("GAAS") will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they could influence the judgment of a reasonable user made based on the financial statements.

The supplementary information accompanying the financial statements will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole.

The other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

#### Auditor's Responsibilities for the Audit of the Financial Statements

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

An audit includes an evaluation of the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as an evaluation of the overall presentation of the financial statements, including the disclosures, to assess whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. To express an opinion, we are required to plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to Client or to acts by management or employees acting on behalf of Client.

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

Broadway Station Metropolitan District No. 3

Page 3

October 26, 2023

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

In performing our audit, we will consider and conclude whether, based on the audit evidence obtained, there are conditions or events, considered in the aggregate, which raise substantial doubt about Client's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of cash, receivables, loan balances, and certain assets and liabilities by correspondence with selected customers, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement, and they may submit an invoice for responding to this inquiry.

#### Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that management acknowledges and understands its responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with GAAP. Management is also responsible for making available to us drafts of financial statements, all financial records, and related information, and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). Management is also responsible for providing us with (1) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within Client from whom we determine it necessary to obtain audit evidence.

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

Broadway Station Metropolitan District No. 3

Page 4

October 26, 2023

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

Management is responsible for the preparation of the supplementary information in conformity with GAAP. Management agrees to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. Management also agrees to include the audited financial statements with any presentation of the supplementary information that includes our report thereon.

We cannot perform management functions or make management decisions on behalf of Client. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters. Because of the importance of management's representations to an effective audit, Client agrees to release and indemnify Wipfli LLP ("Wipfli"), its partners, employees, agents, and assigns from any claim, liability, cost, or expense relating to our services under this Engagement Letter attributable in any respect to any knowing misrepresentation by management. The preceding sentence shall not apply and shall be of no effect in the event its application, in the judgment of any government body or regulatory agency, would impair our independence as your auditor.

### Reporting

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

If Client intends to reproduce or publish these financial statements or any portion thereof, whether in paper or electronic form, subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. Client agrees to compensate Wipfli for the time associated with such review.

Broadway Station Metropolitan District No. 3

Page 5

October 26, 2023

Client acknowledges and agrees that any advice, recommendations, information, or work product provided to Client by Wipfli in connection with this engagement is for the sole use of Client and may not be relied upon by any third party. Wipfli has no liability or responsibility to any third parties as a result of this engagement.

#### Management Assistance

Assistance to be supplied by Client personnel, including the preparation of schedules and analysis of accounts, has been discussed with appropriate personnel. Timely completion of this work will facilitate the completion of our engagement.

#### Engagement Administration

Greg Livin will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

#### Other Services

We may prepare (or assist in preparing) Client financial statements in conformity with GAAP based on information provided by management, but the responsibility for the financial statements remains with management.

Management agrees to assume all management responsibilities for these services; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

#### Conclusion and Approval to Proceed

If the terms of this Engagement Letter are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

Broadway Station Metropolitan District No. 3

Page 6

October 26, 2023

We look forward to our continued association with you and management and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

*Wipfli LLP*

Wipfli LLP

ACCEPTED: BROADWAY STATION METROPOLITAN DISTRICT NO. 3

By: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Date: \_\_\_\_\_

cah  
Enc.



## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

**1. Entire Agreement**

These Terms and Conditions, together with the engagement letter (“Engagement Letter”) to which these Terms and Conditions are attached, and the Engagement Letter’s other appendixes and applicable Change Orders, if any, constitute the entire agreement between the parties on the subject matter thereof and supersede and merge all prior proposals (including prior proposals of Wipfli regarding the engagement), understandings, and agreements (oral or written) between the parties relating to the subject matter, including, without limitation, the terms of any request for proposal issued to Client or the standard printed terms on any purchase order issued by Client and any non-disclosure or confidentiality agreement between Wipfli and Client dated prior to the date of the Engagement Letter. No modification, amendment, supplement to, or waiver of these Terms and Conditions or Engagement Letter shall be binding upon the parties unless made in writing and duly signed by both parties. To the greatest extent reasonably possible, the provisions of the Engagement Letter, its Appendixes (including these Terms and Conditions), Implementation Plan, Change Orders, and any other exhibit, attachment, schedule, or other document referenced in or by the Engagement Letter shall be read together and harmonized to give effect to the parties’ intent. In the event of a direct conflict among the express provisions of the foregoing, the Engagement Letter shall be given controlling effect. No provision of these terms and conditions will apply to any attest services that may be performed by Wipfli for Client if such provision would impair Wipfli’s independence from Client requiring pursuant to applicable professional standards, such services being governed exclusively by the Engagement Letters issued with respect thereto. Wipfli may be referred to herein as “we” or “us” or in a similar manner, and Client may be referred to as “you” or in a similar manner, and such references shall be read in context.

**2. Commencement and Term**

The Engagement Letter shall become effective when signed by duly authorized representatives of both parties and shall remain in full force and effect until the services to be delivered under the Engagement Letter are complete (as reasonably determined by Wipfli) unless earlier terminated by either party as provided in the Engagement Letter or these Terms and Conditions. Each person executing an Engagement Letter on behalf of a party represents and warrants to the other that he or she has all power and authority to bind the party on whose behalf he or she is executing same.

**3. Termination of Agreement**

The Engagement Letter may be terminated as follows: (i) by either party immediately upon written notice to the other if either party hereto becomes the subject of voluntary or involuntary bankruptcy or other insolvency proceeding, (ii) by Wipfli or Client if either party defaults in the performance of any of its covenants and agreements set forth in the Engagement Letter or Change Order (except when such default is due to a cause beyond the control of the party) and such default is not cured within thirty (30) days after notice from either party specifying the nature of such default, and (iii) by Wipfli or Client with or without cause upon providing thirty (30) days written notice. Termination of the Engagement Letter shall have no effect on either party’s obligation to pay any amount due and owing with respect to such periods prior to the effective date of such termination.

Wipfli has the right to withdraw from this engagement with immediate effect if Client does not provide us with the information we request in a timely manner, refuses to cooperate with our reasonable requests, or misrepresents any facts. Our withdrawal will release us from any obligation to complete the engagement and will constitute completion of our engagement. Client agrees to compensate us for our time and out-of-pocket expenses through the date of our withdrawal.

**4. Fee Estimates and Change Orders**

Wipfli’s Engagement Letter may set forth certain ranges for Wipfli’s fees charged on any project or services. Wipfli provides fee estimates as an accommodation to Client. These estimates depend on certain assumptions, including: (a) anticipated cooperation from Client personnel, (b) timely responses to our inquiries, (c) timely completion and delivery of Client assistance requests, (d) timely communication of all significant accounting and financial reporting matters, (e) the assumption that unexpected circumstances will not be encountered during the engagement, and (f) where applicable, the assumption that Client’s hardware platform/computer system will, at the commencement of the services, be fully operable as intended and designed, functioning as necessary and available to Wipfli without material restriction for the duration of the services. Unless otherwise indicated in the Engagement Letter, fee estimates shall not be construed as or deemed to be a minimum or maximum fee quotation. Although Wipfli reasonably believes suggested fee ranges are accurate, Wipfli’s actual fees may vary from its fee estimates.

Services that fall outside the agreed-upon scope of Wipfli’s engagement shall be covered by a Change Order, or, if the nature and amount of such services are not material to the overall engagement, shall be delineated and included on Wipfli’s invoice for such services. A “Change Order” means a mutually agreed-upon change in the schedule or the time for Wipfli’s performance of the services on a project, the scope of specifications of a project, and/or the fees chargeable by Wipfli to Client, which is reduced to writing using an agreed-upon form that is executed by an authorized representative of each for Wipfli and Client.

Unless otherwise agreed in the Engagement Letter, miscellaneous expenses incurred by Wipfli in the course of performing the service will be charged in addition to Wipfli’s professional fees. Miscellaneous expenses may include, but are not limited to: travel, lodging, transportation, and meals for projects requiring travel; clerical processing; telecommunications charges; technology fees; delivery expenses; and all sales, use, ad valorem, excise, or other taxes or other governmental charges.

**5. Payment of Fees**

Unless otherwise agreed, all invoices are due and payable within thirty (30) days of the invoice date. All business or commercial accounts will be charged interest at the lesser of one percent (1%) per month or the maximum rate permitted by law, except where prohibited by law, on Client’s balance due to Wipfli that is outstanding over thirty (30) days. At our discretion, services may be suspended if Client’s account becomes overdue and will not be resumed until Client’s account is paid in full. Client acknowledges and agrees that we are not required to continue services in the event of a failure to pay on a timely basis for services rendered as required. Client further acknowledges and agrees that in the event Wipfli stops services or withdraws from this engagement as a result of Client’s failure to pay on a timely basis for services rendered as required by this Engagement Letter, Wipfli shall not be liable to Client for any damages that occur whether direct or indirect, foreseen or unforeseen, and whether or not the parties have been advised of the possibility of such damages.

In the event Wipfli is required to respond to a subpoena, court order, government regulatory inquiries, or other legal process related to Client or its management (other than a matter in which Wipfli is named as a party) for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, Client agrees to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs, including attorney’s fees, that we incur. Any services under this paragraph will be deemed a separate engagement and, to the extent permitted by law and applicable professional standards, we will promptly notify you of the matter.

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

6. Privacy and Engagement Staffing

Wipfli expressly reserves the right to replace, in its sole discretion, any of our professional project team members, as necessary, to provide quality and timely service to Client. From time to time, and depending upon circumstances, Wipfli may use third-party service providers, such as independent contractors, specialists, or vendors to assist us in providing professional services, including tax services. These parties and their personnel may be located within or outside the United States. We may also use personnel from affiliates of Wipfli and other Wipfli-related entities (including our wholly-owned subsidiary based in India and contractors in the Philippines) or any of their respective affiliates. In addition, Wipfli may utilize third-party service providers, including cloud-based service providers, who may collect, use, transfer, transmit, store, or otherwise process Client information in connection with the delivery of certain services. Wipfli is committed to maintaining the confidentiality and security of Client's information, and accordingly, Wipfli maintains policies, procedures and safeguards to protect the confidentiality of Client information. In addition, our agreements with all service providers appropriately maintain and protect the confidentiality of Client information, provided we may use electronic media to transmit Client information and such use in itself will not constitute a breach of any confidentiality obligation. We remain responsible to Client for the supervision of all service providers, entities, and personnel who assist us in rendering professional services hereunder and for protecting the confidentiality of Client information. Client hereby consents and authorizes us to disclose Client information to the foregoing entities and parties for the purpose of providing professional services, including tax services, to Client.

Wipfli is committed to protecting personal information that can be linked to specific individuals, including health information ("Personal Data") and will maintain such Personal Data in confidence in accordance with professional standards and governing laws. Client will not provide any Personal Data to Wipfli unless necessary to perform professional services described in the Engagement Letter. When providing any Personal Data to us, Client will comply with all applicable laws (both foreign and domestic) and will anonymize, mask, obfuscate, and/or de-identify, if reasonably possible, all Personal Data that is not necessary to perform the professional services described in the Engagement Letter. Any Personal Data provided to us by Client will be kept confidential and not disclosed to any third party not described above (parties providing us assistance in rendering professional services) unless expressly permitted by Client or required by law, regulation, legal process, or to comply with professional standards applicable to Wipfli. Client is responsible for obtaining, pursuant to law or regulation, consents from parties that provided Client with their personal information, which will be obtained, used, and disclosed by Wipfli for its required purposes, and Wipfli may rely on the representation that Client has obtained such consents.

Please see Wipfli's Privacy Statement located at [www.wipfli.com/privacy-statement](http://www.wipfli.com/privacy-statement) for further information.

Applicable rules in some states require that we advise you that some persons who own an interest in Wipfli may not be licensed as Certified Public Accountants and may provide services related to this engagement.

7. Intellectual Property Rights

Client acknowledges that Wipfli owns all intellectual property rights, title, and interest to all materials and information produced or developed by Wipfli throughout the duration of this engagement, excluding any pre-existing ownership right of Client and without implying any ownership interest in any Client materials, data or other information, all of which shall remain the property of Client. Upon completion of the services contemplated by the Engagement Letter, Wipfli grants to Client a perpetual paid-up license to use or modify, for internal purposes only, any deliverable produced by Wipfli and actually delivered to Client, provided that any use or modification of such deliverable, other

than for the stated purposes in the Engagement Letter, is not authorized. In addition, Client shall not alter or remove any of Wipfli's trademarks, copyright registration marks, patent, or other intellectual property notices applicable to any of Wipfli's goods, marketing material, or advertising media, and shall not in any way alter any of Wipfli's products. Client shall promptly notify Wipfli in writing of any infringement of Wipfli's intellectual property by third parties of which Client becomes aware. Neither party shall acquire any right, title, or interest in or to the other party's code, data, business processes, or other information to which such party may have access during the term of the engagement hereunder. All such code, data, business process and other information shall be solely and exclusively the property of the originating party.

8. Mutual Confidentiality

During the course of performing services, the parties may have access to information that is confidential to one another, including, without limitation, source code, documentation, specifications, databases, system design, file layouts, tool combinations, development methods, or business or financial affairs, which may incorporate business methods, marketing strategies, pricing, competitor information, product development strategies and methods, customer lists, customer information, and financial results (collectively "Confidential Information"). Confidential Information may include information received from third parties, both written and oral, that each party is obligated to treat as confidential.

Confidential Information shall not include any information that (i) is already known by the recipient party or its affiliates, free of any obligation to keep it confidential, (ii) is or becomes publicly known through no wrongful act of the receiving party or its affiliates, (iii) is received by the receiving party from a third party without any restriction on confidentiality, (iv) is independently developed by the receiving party or its affiliates, (v) is disclosed to third parties by the disclosing party without any obligation of confidentiality, or (vi) is approved for release by prior written authorization of the disclosing party.

Without the advance written consent of the other party, except as required by law, regulation, or to comply with professional standards applicable to a party or for the performance of the services, neither party shall disclose to a third party Confidential Information of the other party. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information. Each party may use the Confidential Information received from the other party only in connection with fulfilling its obligations under this Agreement. The parties further agree that expiration or termination of this Agreement, for any reason, shall not relieve either party, nor minimize their obligations with respect to Confidential Information, as set forth herein.

9. Independent Contractor

The relationship between Wipfli and Client is solely and exclusively that of independently contracting parties.

10. Non-Exclusivity

No right of exclusivity is granted, guaranteed, or implied by Wipfli and Client entering into any engagement letter. Client acknowledges that Wipfli regularly performs the same or similar services as are being provided hereunder to third parties.

11. Dispute Resolution

If any dispute arises among the parties regarding the subject matter hereof and such dispute cannot be resolved through informal negotiations and discussion, the parties agree to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its applicable rules for resolving professional accounting and related services disputes before resorting to arbitration or litigation. Costs of any mediation proceeding shall be shared equally by all parties. Except for an action by us to collect payment of our invoices, Wipfli and Client

## Wipfli LLP

## Professional Services Terms and Conditions – Attest Engagements

agree that no claim arising out of services rendered pursuant to the Engagement Letter or any Change Order shall be filed: (i) in the case of any report or deliverable issued by Wipfli under the Engagement Letter, no later than two years from the date of such report or deliverable (or if no report or deliverable is issued, two years from the date of the Engagement Letter), or (ii) in the case of any tax form or similar governmental filing, no later than two years after the initial due date of such tax form or filing.

12. Governing Law

Any and all claims relating to agreements between Wipfli and Client for any service shall be governed by and construed in accordance with the internal laws of the state in which the Wipfli office which issues the Engagement Letter related to the services is located.

13. Severability

In the event that any term or provision of the Engagement Letter or these Terms and Conditions shall be held to be invalid, void, or unenforceable, then the remainder shall not be affected and each remaining term or condition shall be valid and enforceable to the fullest extent permitted by law.

14. Notices

All notices required to be given to either party under the Engagement Letter shall be in writing and sent by traceable carrier to each party's address indicated on the Engagement Letter, or such other address as a party may indicate by at least ten (10) business days' prior written notice to the other party. Notices shall be effective upon receipt. A copy of such notice should be provided to Wipfli's General Counsel at [wipfli-legal@wipfli.com](mailto:wipfli-legal@wipfli.com).

15. Electronic Signature

Each party hereto agrees that any electronic signature of a party to the Engagement Letter or any electronic signature to a document contemplated hereby is intended to authenticate such writing and shall be as valid, and have the same force and effect, as a manual signature. Any such electronically signed document shall be deemed (i) to be "written" or "in writing," (ii) to have been signed, and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. Each party hereto also agrees that electronic delivery of a signature to any such document (via email or otherwise) shall be as effective as manual delivery of a manual signature. For purposes hereof, "electronic signature" includes, but is not limited to: (i) a scanned copy (as a "pdf" (portable document format) or other replicating image) of a manual ink signature, (ii) an electronic copy of a traditional signature affixed to a document, (iii) a signature incorporated into a document utilizing touchscreen capabilities, or (iv) a digital signature. Neither party shall contest the admissibility of true and accurate copies of electronically signed documents on the basis of the best evidence rule or as not satisfying the business records exception to the hearsay rule.

16. Record Retention

We will retain records related to this engagement pursuant to our record retention policy. At the end of the relevant time period, we will destroy our records related to this engagement. However, Client's original records will be returned to Client upon the completion of the engagement. When records are returned, it is Client's responsibility to retain and protect the records for possible future use, including potential examination by governmental or regulatory agencies.

17. Assignment

The Engagement Letter to which these Terms and Conditions are attached shall be binding on the parties hereto and their respective successors and assigns. Neither party may assign this Engagement Letter without prior written consent of the other, except that Wipfli may assign its rights and obligations under this Engagement Letter without the approval of Client to an entity that acquires all or substantially all of the assets of Wipfli or to any subsidiary or affiliate or successor in a merger, acquisition, or change of control

of Wipfli; provided that in no event shall such assignment relieve Wipfli of its obligations under this Engagement Letter.

18. Force Majeure

Either party may suspend (or if such suspension continues for more than thirty (30) days, terminate) its obligations (except the obligation to pay for services previously rendered) under the Engagement Letter or any amendment or Change Order, if such obligations are delayed, prevented, or rendered impractical or impossible due to circumstances beyond its reasonable control, including, without limitation, fires, floods, storms, washouts, tsunamis, earthquakes, wars (declared or undeclared), civil disturbances, accidents, terrorist acts (including biochemical attacks), health pandemics, acts of any governmental body, damage to its plants and equipment, computer network problems caused by any Internet Service Provider or telecommunications company servicing Wipfli and/or Client, or acts of God or events beyond a party's control (collectively referred to herein as "Force Majeure"). Each party will use reasonable efforts to promptly minimize the duration and consequences of any failure of or delay in performance resulting from a Force Majeure event. In such event, the affected party will not be liable to the other for delay or failure to perform its obligations under this Engagement Letter.



CliftonLarsonAllen LLP  
<https://www.claconnect.com>

## Special Districts Master Services Agreement

Broadway Station Metro District No. 1  
8390 E. Crescent Pkwy., Ste. 300, Greenwood Village, CO, 80111  
MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Broadway Station Metro District No. 1 (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

### **Scope of professional services**

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

### **Board of director responsibilities**

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

### **Responsibilities and limitations related to nonattest services**

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

### **Fees and terms**

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform [claconnect.com/billpay](http://claconnect.com/billpay) accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

### **Other Fees**

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### **Finance charges and collection expenses**

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

### **Limitation of remedies**

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

### **Time limitation**

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

**CLA shall be authorized to the following cash access services:**

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
  - Paper checks – we will prepare the checks for your approval and wet ink signature
  - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
  - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

**Board of Directors' responsibilities relevant to CLA's access to your cash**

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

### **Other provisions**

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

### **Insurance:**

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

#### **F. Excess/Umbrella Liability Coverage**

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

#### **Annual Appropriation and Budget**

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

#### **Governmental Immunity**

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

#### **No Third-Party Beneficiaries**

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained



in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

### **Personal Identifying Information**

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

**CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.**

### **Consent to use financial information**

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Broadway Station Metro District No. 1 information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

### **Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

**Counterpart Execution**

This MSA may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**Electronic Signatures**

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**MSA Modification**

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

**Termination of MSA**

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

**Agreement**

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

**CliftonLarsonAllen LLP**

Jason Carroll  
Managing Principal of Office  
303-265-7835  
jason.carroll@CLAconnect.com

**Response**

This MSA correctly sets forth the understanding of Broadway Station Metro District No. 1 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Jason Carroll*

---

Jason Carroll, Managing Principal of Office

**SIGNED** 10/17/2023, 3:23:17 PM MDT

**Client**  
Broadway Station Metro District No. 1

SIGN:

---

Mark Tompkins, President

DATE:

---



# Special Districts Public Management Services Statement of Work

Date: October 20, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Broadway Station Metro District No. 1 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

## **Scope of professional services**

Denise Denslow is responsible for the performance of the engagement and other services identified in this agreement.

## **Scope of Management Services**

CLA will perform the following services for the district:

### **District Board of Directors (“Board”) Meetings**

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

### **Recordkeeping**

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

### **Communications**

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

### **General Administration**

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

### **Accounts Payable Services to be Provided**

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

## **Fees and terms**

### ***Billing rates guaranteed through December 31, 2024:***

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

**CliftonLarsonAllen LLP**

Denise Denslow  
Principal  
303-265-7910  
denise.denslow@CLAconnect.com

**Response**

This SOW correctly sets forth the understanding of Broadway Station Metro District No. 1 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP

*Denise Denslow*

---

Denise Denslow, Principal

**SIGNED** 10/20/2023, 12:30:29 PM MDT

**Client**  
Broadway Station Metro District No. 1

SIGN:

---

Mark Tompkins, President

DATE:

---





## Special Districts Preparation Statement of Work

Date: October 18, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Broadway Station Metro District No. 1 (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

### **Scope of professional services**

Jason Carroll is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

### **Ongoing normal accounting services:**

- Outsourced accounting activities
  - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
    - Cash receipts journal
    - Cash disbursements journal
    - General ledger
    - Accounts receivable journals and ledgers
    - Deposits with banks and financial institutions
    - Schedule of disbursements
    - Bank account reconciliations
    - Investment records
    - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare quarterly financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
  - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
  - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
  - Be available during the year to consult with you on any accounting matters related to the district
  - Review and approve monthly reconciliations and journal entries prepared by staff
  - Reconcile complex accounts monthly and prepare journal entries
  - Analyze financial statements and present to management and the board of directors
  - Develop and track key business metrics as requested and review periodically with the board of directors
  - Document accounting processes and procedures
  - Continue process and procedure improvement implementation
  - Report on cash flows
  - Assist with bank communications
  - Perform other non-attest services

### **Compilation services**

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

### **Preparation services - financial statements**

We will prepare the quarterly financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

### **Preparation services - annual**

If an audit is required, we will prepare the year-end financial statements of the government wide governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

**Preparation services – prospective financial information (i.e., unexpired budget information)**

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast. References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

**Engagement objectives and our responsibilities**

The objectives of our engagement are to:

- a) Prepare quarterly financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your quarterly financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material

modifications that should be made to the annual budget in order for the annual budget to be in accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARSS) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

#### **Engagement procedures and limitations**

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the quarterly financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

#### **Our report**

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another

purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

### **No assurance statements**

The quarterly financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

### **Management responsibilities**

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
  - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
  - ii) Additional information that may be requested for the purpose of the engagement.
  - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

### **Fees and terms**

Billing rates guaranteed through **December 31, 2024**:

<b>Services performed by</b>	<b>Rate per hour</b>
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

**Use of financial statements, the annual budget, the Application for Exemption from Audit**

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial



statements should not be relied on or distributed.

### **Municipal advisors**

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

### **Agreement**

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

### **CliftonLarsonAllen LLP**

Jason Carroll

Managing Principal of Office

303-265-7835

jason.carroll@CLAconnect.com

### **Response**

This SOW correctly sets forth the understanding of Broadway Station Metro District No. 1 and is accepted by:

**CLA**  
CliftonLarsonAllen LLP



---

Jason Carroll, Managing Principal of Office

**SIGNED** 10/18/2023, 5:45:24 PM MDT

**Client**  
Broadway Station Metro District No. 1

SIGN: \_\_\_\_\_

Mark Tompkins, President

DATE: \_\_\_\_\_



8550 Engineering and Consulting, LLC  
 PO Box 304  
 Conifer, Colorado 80433  
 Office: (303) 973-8864  
 Fax: (303) 223-3332

November 01, 2023

Ms. Rachel Alles  
 Mr. Nic Carlson  
 CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111

Subject:

**Proposal for Broadway Station Development Filing 1 Site Maintenance  
 Broadway Station Project  
 Denver, Colorado**

Dear Mr. Carlson:

8550 Engineering and Consulting, LLC (8550 E&C) appreciates this opportunity to provide CliftonLarsonAllen LLP (CLA) with a proposal for maintenance services associated with the Broadway Station Development project (Site) Filing 1 location in Denver, Colorado. The Site roadways, park area, and some private lots are owned or the current responsibility of the Broadway Station Metropolitan District #1 (BSMD) and 8550 E&C is currently performing Site maintenance for the BSMD park area, Site roadway, sidewalks, and Lot/Parcels vegetation maintenance as well as environment remediation and materials management plan services associated with the Site. In addition, 8550 E&C is also providing Storm Water Management Plan, environmental oversight and services for Endeavor Real Estate (Denver Broadway Station, LTD) the Site private Lots landowner (Lots South of South Bannock Way and North of East Mississippi Avenue).

The nature of this work includes maintenance services in support of the Site that encompasses the area bounded by West Kentucky Avenue, South Broadway, East Mississippi Avenue, and the fence line bounding the west property edge, as well as the Lot referred to as VCUP Parcel 8 (Former Coloradoland/Swiss Tire) that is the fenced asphalt lot with concrete foundation located in the Northwest corner of the intersection of South Broadway Avenue and West Kentucky Avenue.

The anticipated scope of maintenance work is summarized below.

**SCOPE OF WORK**

**Park Area**

8550 E&C will provide equipment and labor to maintain the chain link fenced in Park Area located within Filing 1 between West Kentucky Avenue and South Bannock Way and bound to the east by the end of the pedestrian concrete walkway. The park is newly constructed and infrastructure maintenance is anticipated to be minimal. 8550 E&C is proposing weekly maintenance of the park grass and vegetation areas. Weekly maintenance will entail cutting grass, clippings removal, as



8550 Engineering and Consulting, LLC  
 PO Box 304  
 Conifer, Colorado 80433  
 Office: (303) 973-8864  
 Fax: (303) 223-3332

needed tree, shrubs, ground cover pruning, trash removal, and area weed removal at a rate of \$145 per week. This weekly maintenance is anticipated to begin in the Spring month of April and end in the fall month of October, there are no additional services anticipated during winter months for snow removal or maintenance due to park being a closed off facility.

Additional park area maintenance that entails spring sprinkler system start up, as needed repairs, operations, fall sprinkler system blow out/winterization, spring clean up (as needed), fall grass scrub cutting, cleanup, etc. will all be billed on a time and materials basis of minimum \$70/hour technician rate with materials and expenses at cost plus 20% in accordance with 8550 E&C current rate sheet and contract terms with the BSMD.

### **Roadway Snow Removal**

8550 E&C will provide equipment and labor to clear BSMD roadways within the Site fence line that include East Tennessee Ave, West Hoyer Place, and South Bannock Way. Roadways will be cleared with minimum two lanes centered to allow Site access. Snow will be plowed towards roadway curb and gutters and only up to the concrete curb / paved roadway connection to not disrupt Site BMP storm water controls. Roadways will be plowed with a plow truck containing service plow and wings at a rate of \$150 per hour. Minimum trip and plow charge rate \$500 per event for snow accumulation up to 6 inches. Roadways will be plowed when more than 1.5 inches of snow accumulation have occurred and snow is still falling or 2 inches of snow accumulation have occurred. In the event of no Site activities occurring, such as construction operations and fair weather with less than 1.5 inches of snow accumulation 8550 E&C will make best judgment if roadways can remain unplowed due to warm weather and no need for Site access, this will be confirmed based on coordination with any Site contractors performing Site work. For snow accumulation above 2 inches and increasing snow fall roadways may need to be cleared more than once to maintain access and efficient snow clearing. 8550 E&C will clear roadways within 24 hours after snow stops with a focus to limit trip charges as much as possible. If additional snow removal of snow along roadways or stockpiles at end of South Bannock Way or West Hoyer Place are required, removal will entail moving snow over the curb and gutter into landscaping area at a rate of \$250/hour using skidsteer with applicable mobilization charges unless equipment is already onsite.

### **Sidewalk Snow Removal**

8550 E&C will provide equipment and labor to clear BSMD responsible sidewalks that currently entail the South Broadway west side facing sidewalk from the intersection of East Mississippi Avenue to the west bus stop and West Kentucky Avenue to the west RTD flyover. In addition the VCUP Parcel 8 (Coloradoland/Swiss Tire) east, south, and west sidewalks. Sidewalks will be cleared with either a tractor plow, skidsteer loader, or staff with shovels. In most cases snow clearing will be performed utilizing either a tractor plow or skidsteer loader. Shoveling only performed as needed. Due to the unique configuration of sidewalk, extensions, intersections, and bus stops, the side walk will only be cleared with two passes down the typical sidewalk width of 4 to 6 feet wide and clearing for intersection cross walks and bus stop. No de-icer, salt, sand, calcium chloride, or magnesium chloride will be applied to any sidewalk, curb, or roadway areas unless specifically requested by



8550 Engineering and Consulting, LLC  
 PO Box 304  
 Conifer, Colorado 80433  
 Office: (303) 973-8864  
 Fax: (303) 223-3332

BSMD or CLA. Side walks will be cleared at an hourly rate of \$100/hour tractor plow, \$250/hour skidsteer, staff shovel rate \$70/hour per staff personnel. Sidewalks will be cleared when trace snow accumulation occurs 0.5 inch. Minimum charge \$550 per event, additional hourly rates may occur based on snow accumulation totals.

It is expressly understood by and agreed that 8550 E&C has no liability to landscaped areas due to snow build up, accumulation, or water accumulation from snow removal activities requiring snow removal from the roadways or sidewalk. 8550 E&C has no liability of any ice damming or ice formation from snow removal activities in roadways or sidewalks.

8550 E&C will provide the services outlined in this proposal with the acknowledgment that snow plowing and shoveling will not leave surfaces completely free of snow and ice. There is no warranty, representation and/or guarantee regarding the condition of plowed areas and sidewalks. 8550 E&C shall have no liability based upon damages and/or personal injuries suffered by third parties. If either party is required to initiate proceedings of any type to enforce this proposal and scope of work the prevailing party shall be entitled to an award of attorney's fees and reasonable expenses of such proceedings.

#### **Sidewalk and Parcel Vegetation Maintenance**

8550 E&C will provide equipment and labor to maintain vegetation and noxious weed growth outside of the Site fence line along South Broadway, West Kentucky Avenue, and East Mississippi Avenue. Additionally, the area and sidewalks that encompass VCUP Parcel 8 (Coloradoland/Swiss Tire), and the minor strip of land west of the remediation building before South Bannock Way extends south. The vegetation maintenance will occur as needed in the spring, summer, and fall to keep vegetation growth down below a height of 4 to 6 inches. Maintenance in the past and currently as proposed are vegetation and noxious weed control. Equipment and labor as needed to cut down, destroy and maintain excessive vegetation growth. This cleanup will be performed as needed with staff cleanup rate at minimum \$70/hour with additional charges as needed for grubbing equipment, hedgers, trimmers, lawn mover, ATV with weed control disbursement tank, and disposal services (roll offs) at cost plus 20%. Estimated Vegetation Minimum charge per event \$1000

#### **Trash Maintenance**

8550 E&C will provide labor to remove and keep trash/debris clear outside of the Site fence line along South Broadway, West Kentucky Avenue, and East Mississippi Avenue. Additionally, the area and sidewalks that encompass VCUP Parcel 8 (Coloradoland/Swiss Tire and the minor strip of land west of the remediation building before South Bannock Way extends south. These services will be conducted on an as needed basis with staff cleanup rate at minimum \$70/hour with as needed disposal services at cost plus 20%.



8550 Engineering and Consulting, LLC  
 PO Box 304  
 Conifer, Colorado 80433  
 Office: (303) 973-8864  
 Fax: (303) 223-3332

## Rates

The following provides rates for equipment/operators, equipment, and labor rates are included as Attachment 1 for maintenance work.

### **Equipment/Operator**

\$100/hour tractor plow  
 \$150/hour plow truck  
 \$250/hour skidsteer

### **Equipment**

\$50/day Weed Killer Tank/Pump Spreader  
 \$95/day Field Truck  
 \$250/day Flat Bed 10K Trailer Hauler  
 \$260/day ATV  
 \$500/day skidsteer bucket/forks/grubbing/grappler  
 \$450/day Tilt Bed Gooseneck 20K Trailer Hauler  
 \$900/day excavator 14K

## **CLOSING**

8550 E&C appreciates the opportunity to provide this proposal to CLA for maintenance services in support of the Broadway Station Site and development project. Should you have any questions regarding this proposal or require additional information, please contact me direct at (303) 981-7277.

Sincerely,

8550 Engineering and Consulting, LLC

A handwritten signature in blue ink, appearing to read 'Kevin M. Szympruch', is written over a horizontal line.

Kevin M. Szympruch  
 Principal Engineer

Attachment 1: 8550 E&C 2023 Rate Schedule



8550 Engineering and Consulting, LLC  
PO Box 304  
Conifer, Colorado 80433  
Office: (303) 973-8864  
Fax: (303) 223-3332

Authorization to proceed on the above scope of work for CliftonLarsonAllen LLP on a time and materials basis.

**CliftonLarsonAllen LLP**

\_\_\_\_\_

**AUTHORIZED SIGNATURE**

\_\_\_\_\_

**DATE**

\_\_\_\_\_

**PRINTED NAME**

\_\_\_\_\_

**TITLE**



ATTACHMENT 1





8550 Engineering and Consulting, LLC  
 PO BOX 304  
 Conifer, Colorado 80433  
 303-973-8864

## RATE SCHEDULE

8550 Engineering and Consulting, LLC

### FEE SCHEDULE FOR PROFESSIONAL SERVICES

Broadway Station Metropolitan District No. 1

January 2023

Invoices for services provided by 8550 Engineering and Consulting, LLC consist of: (1) hourly rate professional services fees; (2) material and equipment expenditures and usage; (3) subcontractor costs; and (4) travel and shipping charges.

Hourly rate fees for 8550 Engineering and Consulting, LLC professional services for Broadway Station Metropolitan District No. 1 are indicated below:

<b>LABOR / STAFF CATEGORIES</b>	<b>RATES</b>	<b>LABOR / STAFF CATEGORIES</b>	<b>RATES</b>
<b><u>TECHNICAL PROJECT SERVICES</u></b>		<b><u>MANAGEMENT SERVICES</u></b>	
Technician 1	\$65	Task Manager	\$100
Technician 2	\$70	Associate Project Manager	\$110
Technician 3	\$75	Project Manager	\$125
Scientist / Engineer 1	\$80	Senior Project Manager	\$155
Scientist / Engineer 2	\$85	Program Manager	\$185
Staff Scientist / Engineer 1	\$90	<b><u>PROJECT SUPPORT STAFF</u></b>	
Staff Scientist / Engineer 2	\$95	Clerical / Accounting 1	\$55
Staff Scientist / Engineer 3	\$100	Clerical / Accounting 2	\$60
Project Scientist / Engineer 1	\$105	Project Assistant 1	\$65
Project Scientist / Engineer 2	\$110	Project Assistant 2	\$70
Project Scientist / Engineer 3	\$115	Drafter 1	\$90
Senior Scientist / Engineer 1	\$125	Senior Drafter 1	\$100
Senior Scientist / Engineer 2	\$135	GIS / Database Specialist 1	\$100
Senior Scientist / Engineer 3	\$145	GIS / Database Specialist 2	\$110
Principal Scientist / Engineer 1	\$155	GIS / Database Specialist 3	\$120
Principal Scientist / Engineer 2	\$165		
Principal Scientist / Engineer 3	\$175		
Expert Scientist/Engineer	\$195		



8550 Engineering and Consulting, LLC  
PO BOX 304  
Conifer, Colorado 80433  
303-973-8864

## **ADDITIONAL TERMS**

**PROJECT MATERIALS AND EQUIPMENT:** All project-related expenses, materials, field supplies; project-required permits and licenses; etc. will be invoiced at cost plus 20 percent (%).

**PROJECT COMMUNICATION AND SHIPPING EXPENSES:** Charges for photocopying, blueprints, express and regular shipping, and postage will be invoiced at cost plus 20%.

**TRAVEL AND RELATED EXPENSES:** Company vehicle usage will be charged at applicable daily rates and/or prevailing mileage rate allowed by the IRS. Lodging, meals, vehicle rental, and airfare charges will be invoiced at cost plus 20% or daily per diem rates.

**SUBCONTRACTS:** Subcontractor (drillers, analytical laboratories, etc.) charges will be invoiced at cost plus 20%.

**LEGAL PROCEEDINGS AND SENIOR EXPERTS:** Rates for Senior Experts for sequestered preparation time and for time spent in depositions, public testimony, court, and/or hearings are a function of the individual and are quoted upon request.

Property Schedule

Coverage Period: 1/1/2023-EOD 12/31/2023

**Named Member:**

Broadway Station Metropolitan District No. 1

**Broker:**

TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
--	--------------------	-------------	-----------	--------	-------------------	----------------	----------------

Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 54	\$	\$
10' LED Lights and Poles (3)	Year Built:	00116084	Term:	7/12/2023 to 12/31/2023		Contents:	\$ 0.00			
Filing 1	Sq. Feet:	County:	Denver	Ded:	\$1,000.00	EDP:	\$ 0.00			
						Business Inc:	\$ 0.00			
Denver, CO 80223	# Stories	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No				Otherwise Classified:	\$20,000.00			

Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$268	\$	\$
12' LED Lights and Poles (6)	Year Built:	00116083	Term:	7/12/2023 to 12/31/2023		Contents:	\$ 0.00			
Filing 1	Sq. Feet:	County:	Denver	Ded:	\$1,000.00	EDP:	\$ 0.00			
						Business Inc:	\$ 0.00			
Denver, CO 80223	# Stories	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No				Otherwise Classified:	\$100,000.00			

Location / Premise#	Unique#	PROP-	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$322	\$	\$
Planters (4)	Year Built:	00116082	Term:	7/12/2023 to 12/31/2023		Contents:	\$ 0.00			
Filing 1	Sq. Feet:	County:	Denver	Ded:	\$1,000.00	EDP:	\$ 0.00			
						Business Inc:	\$ 0.00			
Denver, CO 80223	# Stories	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No				Otherwise Classified:	\$120,000.00			

Property Schedule

Coverage Period: 1/1/2023-EOD 12/31/2023

**Named Member:**

Broadway Station Metropolitan District No. 1

**Broker:**

TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
--	--------------------	-------------	-----------	--------	-------------------	----------------	----------------

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00116081	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$483	\$	\$
Green Screen Wall	<b>Year Built:</b>			<b>Term:</b>	7/12/2023 to 12/31/2023		<b>Contents:</b>	\$ 0.00			
Filing 1	<b>Sq. Feet:</b>			<b>County:</b>	Denver	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Denver, CO 80223	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$180,000.00		

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00116080	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$188	\$	\$
Steel Retaining Wall	<b>Year Built:</b>			<b>Term:</b>	7/12/2023 to 12/31/2023		<b>Contents:</b>	\$ 0.00			
Filing 1	<b>Sq. Feet:</b>			<b>County:</b>	Denver	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Denver, CO 80223	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$70,000.00		

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00116079	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$805	\$	\$
Pergola Foundation	<b>Year Built:</b>			<b>Term:</b>	7/12/2023 to 12/31/2023		<b>Contents:</b>	\$ 0.00			
Filing 1	<b>Sq. Feet:</b>			<b>County:</b>	Denver	Ded:	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Denver, CO 80223	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$300,000.00		

Property Schedule

Coverage Period: 1/1/2023-EOD 12/31/2023

**Named Member:**

Broadway Station Metropolitan District No. 1

**Broker:**

TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
--	--------------------	-------------	-----------	--------	-------------------	----------------	----------------

<b>Location / Premise#</b>		<b>Unique#</b>	PROP-00116078	Not Assigned	1	Replacement	<b>Buildings:</b>	\$ 0.00	\$805	\$	\$
Soil Remediation Equipment and Shed	<b>Year Built:</b>			<b>Term:</b>	7/12/2023 to 12/31/2023		<b>Contents:</b>	\$ 0.00			
Filing 1	<b>Sq. Feet:</b>			<b>County:</b>	Denve r	<b>Ded:</b>	\$1,000.00	<b>EDP:</b>	\$ 0.00		
Denver, CO 80223	<b># Stories</b>			<b>Flood Zone:</b>	Zone X			<b>Business Inc:</b>	\$ 0.00		
<b>NOC Equipment Breakdown Applies:</b> No	<b>Excess Quake Applies:</b> No			<b>Excess Flood Applies:</b> No				<b>UG Pipes:</b>	\$ 0.00		
								<b>Otherwise Classified:</b>	\$300,000.00		

Totals:	<b>Buildings:</b>	\$0.00	\$2,925.00	\$0.00	\$0.00
	<b>Contents:</b>	\$0.00			
	<b>EDP:</b>	\$0.00			
	<b>Business Inc:</b>	\$0.00			
	<b>UG Pipes:</b>	\$0.00			
	<b>Otherwise Classified:</b>	\$1,090,000.00			

Minimum Property Contribution: \$425

## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60088-1004	60088	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 174.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$2,115</b>
---------------------------	----------------

**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

4.83% Continuity Credit Discount  
10% Direct Discount

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

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

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

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

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

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

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.



**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Broadway Station Metropolitan District No. 2**

Year	Contribution
2024	\$2,115.00
2023	\$2,104.00
Difference	\$11.00
% Difference	0.52%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$52,100.00
Yr. 2023	\$546.00	\$52,100.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$174.00
Yr. 2023	\$163.00
Difference	\$11.00
% Difference	6.75%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Broadway Station Metropolitan District No. 2

**Certificate Number:** 24PL-60088-1004

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/5/2023



## Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60088-1004

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

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

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
<b>Total Contribution</b>				<b>\$1,941</b>

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: \_\_\_\_\_

Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60088-1004

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$10,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$10,000
<b>Client Theft:</b>	\$10,000
<b>Forgery or Alteration:</b>	\$10,000
<b>On Premises:</b>	\$10,000
<b>In Transit:</b>	\$10,000
<b>Computer System Fraud:</b>	\$10,000
<b>Funds Transfer Fraud:</b>	\$10,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$10,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$10,000
<b>Social Engineering Fraud:</b>	\$10,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

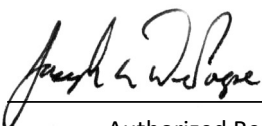
**Contribution:**

\$174

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60088-1004

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:      \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60088-1004

**Named Member:**

Broadway Station Metropolitan District No.

2

c/o CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111-2814

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
   Sublimits:   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

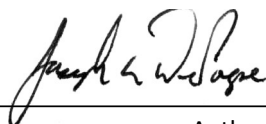
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60088-1004  
**Named Member:** Broadway Station Metropolitan  
District No. 2

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	52,100.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024



132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	0.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024

945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60088-1004	60088	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 174.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Pollution	\$ 0.00

<b>Total Contribution</b>	<b>\$2,115</b>
---------------------------	----------------

**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

4.83% Continuity Credit Discount  
10% Direct Discount

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

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

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

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

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

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

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Broadway Station Metropolitan District No. 2**

Year	Contribution
2024	\$2,115.00
2023	\$2,104.00
Difference	\$11.00
% Difference	0.52%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$52,100.00
Yr. 2023	\$546.00	\$52,100.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$174.00
Yr. 2023	\$163.00
Difference	\$11.00
% Difference	6.75%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Broadway Station Metropolitan District No. 2

**Certificate Number:** 24PL-60088-1004

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$330	\$330
\$2,000,000	\$570	\$570
\$3,000,000	\$810	\$810
\$4,000,000	\$1,020	\$1,020
\$5,000,000	\$1,250	\$1,250
\$6,000,000	\$1,500	\$1,500
\$7,000,000	\$1,750	\$1,750
\$8,000,000	\$2,000	\$2,000

**Note: This is not your Coverage Document. It was created solely for informational purposes.**  
 9/5/2023





## Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60088-1004

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

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

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	No Coverage	No Coverage	N/A	No
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
<b>Total Contribution</b>				<b>\$1,941</b>

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: \_\_\_\_\_

Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60088-1004

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$10,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$10,000
<b>Client Theft:</b>	\$10,000
<b>Forgery or Alteration:</b>	\$10,000
<b>On Premises:</b>	\$10,000
<b>In Transit:</b>	\$10,000
<b>Computer System Fraud:</b>	\$10,000
<b>Funds Transfer Fraud:</b>	\$10,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$10,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$10,000
<b>Social Engineering Fraud:</b>	\$10,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

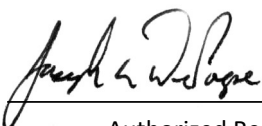
**Contribution:**

\$174

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection and Insurance Company

**Certificate Number:** 24PL-60088-1004

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 2  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:**      **\$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60088-1004

**Named Member:**

Broadway Station Metropolitan District No.

2

c/o CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111-2814

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
   Sublimits:   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

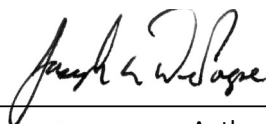
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60088-1004  
**Named Member:** Broadway Station Metropolitan  
District No. 2

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total	0.00	1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total	0.00	1/1/2024	12/31/2024
3	3-Number of Water Slides	Total	0.00	1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars	0.00	1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total	0.00	1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total	0.00	1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total	0.00	1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles	0.00	1/1/2024	12/31/2024
42	42-Pipe Line - Sewer	Miles	0.00	1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles	0.00	1/1/2024	12/31/2024
50	50-Number of Teachers	Total	0.00	1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total	0.00	1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	52,100.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars	0.00	1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars	0.00	1/1/2024	12/31/2024

132	132-Total Operating Expenses - Soil & Water Conservation	Dollars	0.00	1/1/2024	12/31/2024
133	133-Total Operating Expenses - Pest Control	Dollars	0.00	1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars	0.00	1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars	0.00	1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars	0.00	1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars	0.00	1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars	0.00	1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars	0.00	1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars	0.00	1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars	0.00	1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars	0.00	1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars	0.00	1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.	0.00	1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	0.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total	0.00	1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total	0.00	1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total	0.00	1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024

345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024
348	348-Number of Board Members	Total	5.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total	0.00	1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL	0.00	1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	0.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total	0.00	1/1/2024	12/31/2024
420	420-Vacant Land	Acres	0.00	1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	0.00	1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles	0.00	1/1/2024	12/31/2024
671	671-Number of Parks	Total	0.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total	0.00	1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	0.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars	0.00	1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	0.00	1/1/2024	12/31/2024



945	945-Number of Sewage Taps	Total	0.00	1/1/2024	12/31/2024
946	946-Number of Water Mains or Connections	Total	0.00	1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars	0.00	1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	0.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	0.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium	0.00	1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



## Property and Liability Coverage Invoice

**Named Member:**

Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60089-1234	60089	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 174.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Excess	\$ 330.00
Pollution	\$ 0.00
<b>Total Contribution</b>	<b>\$2,445</b>

**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

8.55% Continuity Credit Discount  
10% Direct Discount

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

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

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

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

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

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

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Broadway Station Metropolitan District No. 3**

Year	Contribution
2024	\$2,445.00
2023	\$2,434.00
Difference	\$11.00
% Difference	0.45%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$50,000.00
Yr. 2023	\$546.00	\$50,000.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$174.00
Yr. 2023	\$163.00
Difference	\$11.00
% Difference	6.75%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$330.00
Yr. 2023	\$330.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Broadway Station Metropolitan District No. 3

**Certificate Number:** 24PL-60089-1234

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000*	\$330	\$0
\$2,000,000	\$570	\$240
\$3,000,000	\$810	\$480
\$4,000,000	\$1,020	\$690
\$5,000,000	\$1,250	\$920
\$6,000,000	\$1,500	\$1,170
\$7,000,000	\$1,750	\$1,420
\$8,000,000	\$2,000	\$1,670

\* This is your current excess limit.

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/5/2023



**Public Entity Liability and Auto Physical Damage Certificate Holder Declaration**

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60089-1234

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 3  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

**Broker of Record:**

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

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$1,000,000	None	None	\$330
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included

**Total Contribution** \$2,271

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

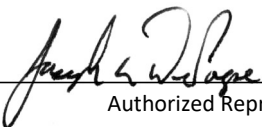
\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:  \_\_\_\_\_  
 Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60089-1234

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 3  
 c/o CliftonLarsonAllen LLP  
 8390 East Crescent Parkway, Suite 300  
 Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Covered Designated Agent(s):**

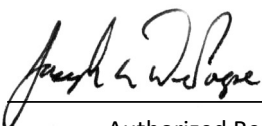
**Coverages and Limits:**

<b>Employee Theft:</b>	\$10,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$10,000
<b>Client Theft:</b>	\$10,000
<b>Forgery or Alteration:</b>	\$10,000
<b>On Premises:</b>	\$10,000
<b>In Transit:</b>	\$10,000
<b>Computer System Fraud:</b>	\$10,000
<b>Funds Transfer Fraud:</b>	\$10,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$10,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$10,000
<b>Social Engineering Fraud:</b>	\$10,000
<b><u>Deductible(s):</u></b>	
<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit
<b><u>Contribution:</u></b>	\$174

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
 Authorized Representative





### Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**  
CSD 2009 CP IDR Form 01 01 21

**Insurer:**  
The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60089-1234

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**  
Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

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

**Member:**  
All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**  
Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:** \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:   
Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60089-1234

**Named Member:**

Broadway Station Metropolitan District No.

3

c/o CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111-2814

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
   Sublimits:   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident

**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

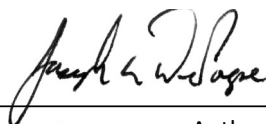
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60089-1234  
**Named Member:** Broadway Station Metropolitan  
District No. 3

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total		1/1/2024	12/31/2024
3	3-Number of Water Slides	Total		1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars		1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total		1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total		1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total		1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles		1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2024	12/31/2024
50	50-Number of Teachers	Total		1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total		1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	3.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total		1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars		1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total		1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres		1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total		1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles		1/1/2024	12/31/2024
671	671-Number of Parks	Total		1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total		1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	20,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total		1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total		1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total		1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total		1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total		1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium		1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**

## **Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024**

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
  - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
  - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at [csdpool.org/documents](https://csdpool.org/documents) by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.





## Property and Liability Coverage Invoice

**Named Member:**

Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60089-1234	60089	1/1/2024	EOD 12/31/2024	9/5/2023

Coverage	Contribution
General Liability	\$ 546.00
Crime	\$ 174.00
Non-Owned Auto Liability	\$ 132.00
Hired Auto Physical Damage	\$ 65.00
No-Fault Water Intrusion & Sewer Backup	\$ 35.00
Public Officials Liability	\$1,163.00
Excess	\$ 330.00
Pollution	\$ 0.00
<b>Total Contribution</b>	<b>\$2,445</b>

**Please note: where included above, Hired Auto Physical Damage, Non-Owned Auto Liability, and No-Fault Water Intrusion & Sewer Backup are mandatory coverages and may not be removed.**

**The following discounts are applied (Not applicable to minimum contributions):**

8.55% Continuity Credit Discount  
10% Direct Discount

**Payment Due Upon Receipt**

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

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

We accept online payments at [E-Bill Express](#)  
Refer to Payment Instructions page for additional options  
[billing@csdpool.org](mailto:billing@csdpool.org)  
800-318-8870 ext. 3



## Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** ([www.e-billexpress.com/ebpp/CSDPool](http://www.e-billexpress.com/ebpp/CSDPool)). For detailed instructions, please click [here](#) or go to [csdpool.org/documents](http://csdpool.org/documents). You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:  
Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
PO Box 1539  
Portland, OR 97207

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

Colorado Special Districts Property and Liability Pool  
c/o McGriff Insurance Services, Inc.  
1800 SW 1<sup>st</sup> Ave, Suite 400  
Portland, OR 97201

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

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

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60<sup>th</sup> day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

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

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

Please contact us at [billing@csdpool.org](mailto:billing@csdpool.org) or 800-318-8870 ext. 3 for billing questions.

**Annual Comparison of 2024 and 2023 contributions.**  
**Loss Ratios based on participation years from 2016 to 2023**

**Broadway Station Metropolitan District No. 3**

Year	Contribution
2024	\$2,445.00
2023	\$2,434.00
Difference	\$11.00
% Difference	0.45%

General Liability	Contribution	TOE
Yr. 2024	\$546.00	\$50,000.00
Yr. 2023	\$546.00	\$50,000.00
Difference		NaN
% Difference		0.00%
Loss Ratio	0.00%	

Equipment Breakdown	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$174.00
Yr. 2023	\$163.00
Difference	\$11.00
% Difference	6.75%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$0.00	\$0.00
Yr. 2023	\$0.00	\$0.00
Difference	\$0.00	\$0.00
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Excess Liability	Contribution
Yr. 2024	\$330.00
Yr. 2023	\$330.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$35.00
Yr. 2023	\$35.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%



## 2024 Excess Liability Options Proposal

### This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

**Named Member:** Broadway Station Metropolitan District No. 3

**Certificate Number:** 24PL-60089-1234

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000*	\$330	\$0
\$2,000,000	\$570	\$240
\$3,000,000	\$810	\$480
\$4,000,000	\$1,020	\$690
\$5,000,000	\$1,250	\$920
\$6,000,000	\$1,500	\$1,170
\$7,000,000	\$1,750	\$1,420
\$8,000,000	\$2,000	\$1,670

\* This is your current excess limit.

**Note: This is not your Coverage Document. It was created solely for informational purposes.**

9/5/2023



## Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

**Master Coverage Document Number:** CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

**Certificate Number:** 24PL-60089-1234

**Named Member:**

Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

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

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
<b>Public Entity Liability Coverage including:</b>	\$2,000,000	None		
General Liability	Included	None	None	\$546
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	None	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$35
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$1,000,000	None	None	\$330
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
<b>Auto Physical Damage</b>	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
<b>Total Contribution</b>				<b>\$2,271</b>

\*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

\*\*A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

\*\*A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

\*\*\*No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

**Additional Endorsements applicable to Member:**

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: \_\_\_\_\_

Authorized Representative

**Crime Certificate Holder Declaration**

**Master Coverage Document Number:** J05931794  
**Certificate Number:** 24PL-60089-1234

**Insurer:** Federal Insurance Company (Chubb)  
**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Covered Designated Agent(s):**

**Coverages and Limits:**

<b>Employee Theft:</b>	\$10,000
<ul style="list-style-type: none"> <li>· Limit is maximum for each loss</li> <li>· Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer.</li> <li>· Includes funds from a sponsored benefit plan.</li> </ul>	
<b>Public Official Faithful Performance of Duty:</b>	\$10,000
<b>Client Theft:</b>	\$10,000
<b>Forgery or Alteration:</b>	\$10,000
<b>On Premises:</b>	\$10,000
<b>In Transit:</b>	\$10,000
<b>Computer System Fraud:</b>	\$10,000
<b>Funds Transfer Fraud:</b>	\$10,000
<b>Debit, Credit or Charge Card Fraud:</b>	\$10,000
<b>Money Orders and Counterfeit Paper Currency Fraud:</b>	\$10,000
<b>Social Engineering Fraud:</b>	\$10,000

**Deductible(s):**

<b>All Crime except Social Engineer Fraud:</b>	\$250
<b>Social Engineering Fraud:</b>	20% of Social Engineering Fraud Limit

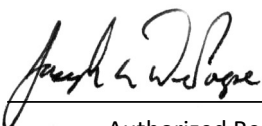
**Contribution:**

\$174

**Policy Forms:**

PF-52815 (04/20)	The Chubb Primary <sup>SM</sup> Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.**

Countersigned by:  \_\_\_\_\_  
Authorized Representative



## Identity Recovery Certificate Holder Declaration

**Master Coverage Policy Number:**

CSD 2009 CP IDR Form 01 01 21

**Insurer:**

The Hartford Steam Boiler Inspection  
and Insurance Company

**Certificate Number:** 24PL-60089-1234

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Named Member:**

Broadway Station Metropolitan District No. 3  
c/o CliftonLarsonAllen LLP  
8390 East Crescent Parkway, Suite 300  
Greenwood Village, CO 80111-2814

**Broker of Record:**

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

**Member:**

All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

**Coverage:**

Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

**Annual Aggregate Limit per Member:      \$35,000**

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

**Sub Limits:**

<b>\$5,000</b>	Lost Wages and Child/Elder Care
<b>\$1,000</b>	Mental Health Counseling
<b>\$1,000</b>	Miscellaneous Expenses

**Coverage Trigger:** Coverage is provided on a discovery basis with a 60-day reporting requirement

**Claims:** For Recovery Assistance and Counseling, please call 1-800-945-4617

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.**

Countersigned by:

A handwritten signature in black ink, appearing to read "Joseph L. W. Page", is written over a horizontal line.

Authorized Representative



## Environmental Legal Liability Certificate Holder Declaration

**Master Policy Number:** ER00A9V23

**Certificate Number:** 24PL-60089-1234

**Named Member:**

Broadway Station Metropolitan District No.

3

c/o CliftonLarsonAllen LLP

8390 East Crescent Parkway, Suite 300

Greenwood Village, CO 80111-2814

**Insurer:** Aspen Specialty Insurance Company

**Coverage Period:** 1/1/2024 to EOD 12/31/2024

**Broker of Record:**

Highstreet TCW Risk Management

384 Inverness Parkway

Suite 170

Englewood, CO 80112

### Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
  - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
  - b. **Emergency Response:** Covers emergency response cost resulting from a
  - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
  - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
  - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.
  
2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
  - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
  - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
  - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
  - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

**Limits of Liability:**           \$1,000,000 Each Pollution Incident  
   \$5,000,000 Total Policy and Program Aggregate – Shared All Members  
   Sublimits:   \$500,000 Environmental Crisis Aggregate  
   \$250,000 Business Interruption Aggregate  
   \$100,000 Perfluorinated Compounds Aggregate

**Member Deductible:**       \$1,000 Each Pollution Incident



**Retroactive Date:** January 1, 2009 (unless otherwise specified)  
**Defense Costs:** Legal defense expenses and settlement shall erode the Limits of Liability

**Partial List of Exclusions:**

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

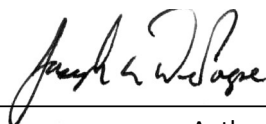
**Policy Forms:**

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

**Additional Endorsements Applicable to Named Member:**

**This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.**

Countersigned by:



Authorized Representative

**General Liability Schedule  
Metropolitan District**

**Policy Number:** 24PL-60089-1234  
**Named Member:** Broadway Station Metropolitan  
District No. 3

**Coverage Period:** 1/1/2024 – EOD 12/31/2024  
**Broker:** Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total		1/1/2024	12/31/2024
3	3-Number of Water Slides	Total		1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars		1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total		1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total		1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total		1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles		1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2024	12/31/2024
50	50-Number of Teachers	Total		1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total		1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	50,000.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total		1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	3.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total		1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars		1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total		1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres		1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total		1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles		1/1/2024	12/31/2024
671	671-Number of Parks	Total		1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total		1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	20,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total		1/1/2024	12/31/2024
945	945-Number of Sewage Taps	Total		1/1/2024	12/31/2024

946	946-Number of Water Mains or Connections	Total		1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total		1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total		1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium		1/1/2024	12/31/2024

**If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.**