CENTERRA METROPOLITAN DISTRICT NOS. 1-5

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NOTICE OF REGULAR MEETING AND AGENDA

Board of Directors	<u>Office</u>	Term Expiration
Kim Perry	President & Chairperson	May 2025
David Spaeth	Vice President	May 2027
Josh Kane	Treasurer & Secretary	May 2025
Wendy Messinger	Asst. Secretary	May 2027
Tim DePeder	Asst. Secretary & Asst. Treasurer	May 2025

Date: May 16, 2024 (Thursday) Time: 1:00 P.M. Place: MS TEAMS & Teleconference

Join the meeting now Meeting ID: 277 417 630 174 Passcode: aKcNmv Dial in by Phone +1 720-721-3140,,709995537# Phone conference ID: 709 995 537#

I. ADMINISTRATIVE ITEMS

- A. Declaration of Quorum/Call to Order.
- B. Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. (Pages 1-2)
- D. Public Comment for Non-Agenda Items. (Limited to 3-Minutes Per Person)
- E. Director Comment.

II. CONSENT AGENDA

- A. Approval of Minutes March 21, 2024, Regular Meeting. (Pages 3-7)
- B. Ratification of Payment of Claims. (Pages 8-16)
- C. Ratification of Contract Modifications. (Pages 17-18)
- D. Review and Consider unaudited Financial Statements for the period ending March 31, 2024. (Pages 19-28)
- E. Consideration and Approval of Website Accessibility Resolution. (Pages 29-48)

III. DISTRICT MANAGER ITEMS

- A. District Manager's Report. (Pages 49-50)
- B. Ratification of Streamline Platform Subscription Agreement. (Pages 51-63)

IV. CAPITAL INFRASTRUCTURE ITEMS

 A. District Capital Infrastructure Report and District Project Manager Update. (Pages 64-65)

> Professionally Managed by: Pinnacle Consulting Group, Inc. 550 W. Eisenhower, Loveland, CO 80537 Phone: 970-669-3611 | FAX: 970-669-3612 District Email: CENMDadmin@pcgi.com District Website: www.centerramd.live

B. Capital Fund Summary and Capital Needs Assessment Review. (To Be Distributed Under Separate Cover)

V. FINANCIAL ITEMS

A. Finance Manager's Report. (Pages 66-68)

VI. LEGAL ITEMS

A. Resolution Accepting Delivery of Quitclaim Deed from Centerra Ground Leases, LLC—Outlot A Rocky Mountain Village 12th. (Pages 69-77)

VII. DIRECTOR COMMENT

VIII. EXECUTIVE SESSION – If necessary, pursuant to § 24-6-402(4)(b), C.R.S. for the purpose of receiving legal advice on specific legal questions.

IX. ADJOURNMENT

The next Regular Meeting is scheduled for June 20, 2024

Professionally Managed by: Pinnacle Consulting Group, Inc. 550 W. Eisenhower, Loveland, CO 80537 Phone: 970-669-3611 | FAX: 970-669-3612 District Email: CENMDadmin@pcgi.com District Website: www.centerramd.live

MINUTES OF THE REGULAR MEETING OF CENTERRA METROPOLITAN DISTRICT NOS. 1-5

HELD

March 21, 2024

The Regular Meeting of Centerra Metropolitan District Nos. 1-5 was held via MS Teams on Thursday, March 21, 2024, at 1:00 p.m.

ATTENDANCEDirectors in Attendance:
Kim Perry, President & Chairperson
David Spaeth, Vice President
Josh Kane, Treasurer & Secretary
Wendy Messinger, Asst. Secretary
Tim DePeder, Asst. Secretary

Also in Attendance:

Alan Pogue; Icenogle Seaver Pogue, P.C. Bryan Newby, Jenna Pettit, Sarah Bromley, Nic Ortiz, Jennifer Ondracek, Dillon Gamber, and Casey Milligan; Pinnacle Consulting Group, Inc. Jim Niemczyk, Mike McBride, and Samantha Cran; McWhinney. Cindy Makin: City of Loveland

ADMINISTRATIVE
ITEMSCall to Order: The Regular Meeting of the Boards of Directors
(collectively, the "Boards") of the Centerra Metropolitan District Nos. 1-
5 (collectively, the "District") was called to order by Director Perry at
1:01 p.m.

Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Director Perry noted that a quorum was present, with five out of five Directors in attendance. All Board Members confirmed their qualifications to serve on the Boards. Mr. Pogue, legal counsel, stated that notices of potential conflicts of interest for all Board Members were filed with the Colorado Secretary of State's Office, disclosing potential conflicts as all Board Members are employees of McWhinney Real Estate Services, Inc., which is associated with the primary landowners and developer within the Districts. Mr. Pogue advised the Boards that pursuant to Colorado law, certain disclosures by the Board Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following with each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

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<u>Coordinated Meetings</u>: The Boards determined to hold joint meetings of the Districts and to prepare joint minutes of actions taken by the Districts at such meetings. Unless otherwise noted below, the matters set forth below shall be deemed to be the actions of the Board of Directors of Centerra Metropolitan District No. 1, with concurrence by the Boards of Directors of Centerra Metropolitan District Nos. 2, 3, 4, and 5.

<u>Approval of Agenda</u>: The Boards considered the approval of the agenda to replace Celeste Smith in agenda item III B and III C with Impact Marketing Advisors LLC. Following review and discussion, upon a motion duly made by Director Kane, seconded by Director Spaeth, and upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as amended to replace Celeste Smith in agenda item III B and III C with Impact Marketing Advisors LLC.

Public Comment: There were no Public Comments received.

Director Comment: There were no Director Comments received.

<u>CONSENT AGENDA</u> Ms. Perry reviewed the items on the consent agenda with the Boards. Ms. Perry advised the Board that any item may be removed from the consent agenda to the regular agenda upon the request of any Director. No items were requested to be removed from the consent agenda. Upon a motion duly made by Director DePeder, seconded by Director Spaeth, the following items on the consent agenda were unanimously approved, ratified, and adopted:

- A. Approval of Minutes February 15, 2024, Regular Meeting.
- B. Payment of Claims.
- C. Unaudited Financial Statements for the period ending January 31, 2024.
- D. Contract Modifications.

DISTRICT MANAGERDistrict Manager's Report: Mr. Newby presented the District Manager's
Report to the Boards and answered questions.

<u>2024 Master Service Agreement with Impact Marketing Advisors, LLC.</u>: Mr. Newby presented the 2024 Master Service Agreement Impact Marketing Advisors, LLC. to the Boards and answered questions. Upon a motion duly made by Director Kane, seconded by Director DePeder, and upon vote, unanimously carried, it was 5

RESOLVED to approve the 2024 Master Service Agreement with Impact Marketing Advisors, LLC. For District Marketing Services providing Impact Marketing Advisors acquires the required contractor insurance coverage by their projected start date of April 01, 2024.

Work Order 2024-01 with Impact Marketing Advisors, LLC. for District Marketing Services in the amount of \$25,000: Mr. Newby presented the Work Order 2024-01 with Impact Marketing Advisors, LLC. for District Marketing Servies in the amount of \$25,000 to the Boards and answered questions. Upon a motion duly made by Director Kane, seconded by Director DePeder, and upon vote, unanimously carried, it was

RESOLVED to approve the Work Order 2024-01 Impact Marketing Advisors, LLC. for District Marketing Servies in the amount of \$25,000 following Director Perry's review and approval of the contractor scope of work.

<u>Winter Wonderlights Event</u>: Ms. Makin provided to the Boards a review and recap of the 2023 Winter Wonderlights Event and answered questions.

CAPITALCapital Infrastructure Report & District Project Manager Update: Mr.INFRASTRUCTUREMilligan presented the Capital Infrastructure Report and the DistrictITEMSProject Manager Update to the Boards and answered questions.

<u>Capital Fund Summary & Capital Needs Assessment</u>: Mr. Milligan reviewed the Capital Fund Summary and Mr. Niemczyk presented the Capital Needs Assessment to the Boards and answered questions. Director Kane requested a system of organizing projects on the Capital Fund Summary which would differentiate projects based on their current status in the development process.

<u>Budget Approval and Contracting</u>: There were no Budget Approval and Contracting items to discuss.

FINANCIAL ITEMS	Finance	Manager's	Report:	Ms.	Ondracek	reviewed	the	Finance
	Manager	's Report wi	th the Bo	ards a	nd answere	d questions		

LEGAL ITEMSLot Development Agreement Among Centerra East Development, Inc.,
Lennar, and Centerra Metropolitan District No. 1: Mr. Pogue presented
the Lot Development Agreement among Centerra East Development,
Inc., Lennar, and Centerra Metropolitan District No. 1 to the Boards and
answered questions. Upon a motion duly made by Director DePeder,
seconded by Director Messinger, and upon vote, unanimously carried, it
was

RESOLVED to approve the Lot Development Agreement Among Centerra East Development Inc., Lennar, and Centerra Metropolitan District No. 1.

<u>Real Property from Centerra Properties West, LLC and C R</u> <u>Development, Inc.</u>: Mr. Pogue presented the Real Property to be conveyed to the District from Centerra Properties West, LLC and C R Development Inc. to the Boards and answered questions. Upon a motion duly made by Director DePeder, seconded by Director Messinger, and upon vote, unanimously carried, it was

RESOLVED that the Real Property from Centerra Properties West, LLC and C R Development Inc. is conveyed to and accepted by the District.

<u>DIRECTOR</u> There were no Director Matters to come before the Boards.

OTHER There were no Other Matters to come before the Boards.

MATTERS

MATTERS

<u>ADJOURNMENT</u> There being no further business to come before the Boards the meeting was adjourned at 2:01 p.m.

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Respectfully submitted,

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Jenna Pettit, Recording Secretary for the Meeting

Centerra Metropolitan District Check/Voucher Register rom 3/13/2024 Through 5/8/202

Check #	From 3/13/2024 Throp <u>Check Date</u> Vendor Name	Transaction Description	Check Amount
8084	3/13/2024 Bill.com	Software - ACH	90.50
Total 8084			90.50
ACH031124	3/13/2024 Fort Collins-Loveland Water District	Utilities - ACH	17.86
Total ACH031124			17.86
ACH031125	3/13/2024 Fort Collins-Loveland Water District	Utilities - ACH	17.86
Total ACH031125			17.86
ACH032625	3/26/2024 COL - Electric	Utilities - ACH	1,192.30
Total ACH032625			1,192.30
ACH032627	3/26/2024 COL - Electric and Irrigation	Utilities - ACH	1,495.47
Total ACH032627			1,495.47
ACH032628	3/26/2024 COL - Irrigation	Utilities - ACH	248.15
Total ACH032628			248.15
ACH032629	3/26/2024 Little Thompson Water District	Utilities - ACH	<u>61.29</u>
Total ACH032629			61.29
ACH032630	3/26/2024 Little Thompson Water District	Utilities - ACH	<u>61.29</u>
Total ACH032630			61.29
ACH032724	3/27/2024 COL - Electric	Utilities - ACH	256.72
Total ACH032724			256.72
ACH032824	3/28/2024 All Sweep, Inc.	Sweeping	506.00
Total ACH032824			506.00
ACH032825	3/28/2024 Affordable Pest Control	Pest Control	450.00
Total ACH032825			450.00
ACH032826	3/28/2024 Civitas, Inc.	CEN - KPUBSE	<u>585.00</u>
Total ACH032826			585.00
ACH032827	3/28/2024 CMS Environmental Solutions, LLC	CEN-PCL504-PH2	415.00
Total ACH032827			415.00
ACH032828	3/28/2024 CMS Environmental Solutions, LLC	CEN-NWAR-PH2	395.00
Total ACH032828			395.00

From 3/13/2024 Through 5/8/2024				
Check #	Check Date Vendor Name	Transaction Description	Check Amount	
ACH032829	3/28/2024 COL - Electric	Utilities - ACH	82.16	
Total ACH032829			82.16	
ACH032830	3/28/2024 COL - Electric and Irrigation	Utilities - ACH	334.87	
Total ACH032830			334.87	
ACH032831	3/28/2024 COL - Irrigation	Utilities - ACH	50.56	
Total ACH032831			50.56	
ACH032832	3/28/2024 DTJ DESIGN, INC	CEN-PCL205-PI	9,266.00	
Total ACH032832			9,266.00	
ACH032833	3/28/2024 Environmental Designs, Inc.	Landscape Maintenance	42,062.66	
ACH032833	3/28/2024 Environmental Designs, Inc.	Snow Removal	1,102.50	
Total ACH032833			43,165.16	
ACH032834	3/28/2024 Fiske Electric	Lighting and Electrical O&M	1,087.56	
Total ACH032834			1,087.56	
ACH032835	3/28/2024 GreenEarth Midwest, LLC	Manicured Landscaping O&M	4,112.00	
ACH032835	3/28/2024 GreenEarth Midwest, LLC	Native Area O&M	191.00	
ACH032835	3/28/2024 GreenEarth Midwest, LLC	Snow Removal	1,250.00	
Total ACH032835			5,553.00	
ACH032836	3/28/2024 High Plains Environmental Center	Chapungu Landscape Maintenance	20,488.55	
Total ACH032836			20,488.55	
ACH032837	3/28/2024 Icenogle Seaver Pogue, P.C.	Legal	5,804.00	
Total ACH032837			5,804.00	
ACH032838	3/28/2024 Kahar Plumbing & Heating Inc.	CEN-PCL504-PH2	5,730.49	
Total ACH032838			5,730.49	
ACH032839	3/28/2024 McWhinney Real Estate Services, Inc	MRES Invoice	5,195.00	
Total ACH032839			5,195.00	
ACH032840	3/28/2024 McWhinney Real Estate Services, Inc	Chapungu Marketing	<u>1,995.00</u>	
Total ACH032840			1,995.00	
ACH032841	3/28/2024 McWhinney Real Estate Services, Inc	Lighting and Electrical O&M	432.90	
Total ACH032841			432.90	

Centerra Metropolitan District Check/Voucher Register rom 3/13/2024 Through 5/8/202

	From 3/13/2024 Through 5/8/2024					
Check #	Check Date Vendor Name	Transaction Description	Check Amount			
ACH032842	3/28/2024 McWhinney Real Estate Services, Inc	CEN-GENCAP	470.00			
Total ACH032842			470.00			
ACH032843	3/28/2024 McWhinney Real Estate Services, Inc	CEN-HWY34-LAND	3,667.88			
Total ACH032843			3,667.88			
ACH032844	3/28/2024 McWhinney Real Estate Services, Inc	CEN-TS	2,378.45			
Total ACH032844			2,378.45			
ACH032845	3/28/2024 McWhinney Real Estate Services, Inc	CEN-RP1-PI	4,317.49			
Total ACH032845			4,317.49			
ACH032846	3/28/2024 McWhinney Real Estate Services, Inc	CEN-ME13-PI	6,702.50			
Total ACH032846			6,702.50			
ACH032847	3/28/2024 McWhinney Real Estate Services, Inc	Lighting and Electrical O&M	192.53			
Total ACH032847			192.53			
ACH032848	3/28/2024 Merrick & Company	CEN - GENCAP	25,068.75			
Total ACH032848			25,068.75			
ACH032849	3/28/2024 Kim Perry	Director Fees	184.70			
Total ACH032849			184.70			
ACH032850	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-GENCAP	3,480.00			
Total ACH032850			3,480.00			
ACH032851	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-HWY34-LAND	2,040.00			
Total ACH032851			2,040.00			
ACH032852	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-KPUBSE	1,600.00			
Total ACH032852			1,600.00			
ACH032853	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-KPRMCP	1,000.00			
Total ACH032853			1,000.00			
ACH032854	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-ME13-PI	1,520.00			
Total ACH032854			1,520.00			
ACH032855	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-NWAR-PH2	720.00			
Total ACH032855			720.00			

	From 3/13/2024 Through		
Check #	Check Date Vendor Name	Transaction Description	Check Amount
ACH032856	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-PCL504-PH2	880.00
Total ACH032856			880.00
ACH032857	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-TS	2,040.00
Total ACH032857			2,040.00
ACH032858	3/28/2024 Pinnacle Consulting Group, Inc.	CEN-RP1-PI	4,760.00
Total ACH032858			4,760.00
ACH032859	3/28/2024 Pinnacle Consulting Group, Inc.	District Mgmt/Facilities Mgmt/Finance/Admin	41,913.74
Total ACH032859			41,913.74
ACH032860	3/28/2024 SWPPP Colorado, LLC	Storm Structure Maintenance	2,437.50
Total ACH032860			2,437.50
ACH032861	3/28/2024 Utility Notification Center of Colorado	Utilities - Location Notification	417.96
Total ACH032861			417.96
ACH 040424 001	4/4/2024 Tim DePeder	Director Fees	188.70
Total ACH 040424 001			188.70
ACH 040424 002	4/4/2024 Josh Kane	Director Fees	188.70
Total ACH 040424 002			188.70
ACH 040424 003	4/4/2024 Wendy Messinger	Director Fees	188.70
Total ACH 040424 003			188.70
ACH 040424 004	4/4/2024 David Spaeth	Director Fees	188.70
Total ACH 040424 004			188.70
8080	4/4/2024 City of Loveland	CEN-KPRMCP	56,196.19
Total 8080			56,196.19
8079	4/4/2024 City of Loveland	CEN - KPRMCP	1,680.00
Total 8079			1,680.00
ACH 040824 001	4/8/2024 Bill.com	Software - ACH	122.76
Total ACH 040824 001			122.76
ACH 041024 001	4/10/2024 Fort Collins-Loveland Water District	Utilities - ACH	<u>17.86</u>
Total ACH 041024 001			17.86

Check #	From 3/13/2024 Throu Check Date Vendor Name	Transaction Description	Check Amount
ACH 041024 002	4/10/2024 Fort Collins-Loveland Water District	Utilities - ACH	17.86
Total ACH 041024 002			17.86
ACH 041124 001	4/11/2024 SWPPP Colorado, LLC	Ditch Maintenance	140,000.00
Total ACH 041124 001			140,000.00
8081	4/12/2024 City of Loveland	Invoice ME13 DCP 4.24	30.00
Total 8081			30.00
8082	4/12/2024 City of Loveland	Invoice KPRMCP DCP 4.24	30.00
Total 8082			30.00
8083	4/15/2024 City of Loveland	CEN - PCL205	425.00
Total 8083			425.00
8084	4/18/2024 City of Loveland	CEN-KPRMCP - Pedestrian Crossing CIL	50,000.00
Total 8084			50,000.00
ACH 042524 002	4/25/2024 COL - Electric	Utilities - ACH	1,133.22
Total ACH 042524 002			1,133.22
ACH 042524 004	4/25/2024 COL - Electric and Irrigation	Utilities - ACH	1,674.49
Total ACH 042524 004			1,674.49
ACH 042524 005	4/25/2024 COL - Irrigation	Utilities - ACH	321.23
Total ACH 042524 005			321.23
ACH 042524 006	4/25/2024 Little Thompson Water District	Utilities - ACH	61.29
Total ACH 042524 006			61.29
ACH 042524 007	4/25/2024 Little Thompson Water District	Utilities - ACH	61.29
Total ACH 042524 007			61.29
ACH 042624 001	4/26/2024 COL - Electric	Utilities - ACH	306.82
Total ACH 042624 001			306.82
ACH 042924 001	4/29/2024 All Sweep, Inc.	Sweeping	506.00
Total ACH 042924 001			506.00
ACH 042924 002	4/29/2024 Affordable Pest Control	Pest Control	450.00
Total ACH 042924 002			450.00

	From 3/13/2024 Through 5/8/2024				
Check #	Check Date Vendor Name	Transaction Description	Check Amount		
ACH 042924 003	4/29/2024 COL - Electric	Utilities - ACH	79.29		
Total ACH 042924 003			79.29		
ACH 042924 004	4/29/2024 COL - Irrigation	Utilities - ACH	26.20		
Total ACH 042924 004			26.20		
ACH 042924 005	4/29/2024 Environmental Designs, Inc.	Irrigation Repair and Replacement Services	186.40		
ACH 042924 005	4/29/2024 Environmental Designs, Inc.	Irrigation Repairs	201.42		
ACH 042924 005	4/29/2024 Environmental Designs, Inc.	Landscape Maintenance	42,062.66		
ACH 042924 005	4/29/2024 Environmental Designs, Inc.	Snow Removal	1,890.00		
Total ACH 042924 005			44,340.48		
ACH 042924 006	4/29/2024 Fiske Electric	Lighting and Electrical O&M	708.46		
Total ACH 042924 006			708.46		
ACH 042924 007	4/29/2024 GreenEarth Midwest, LLC	Manicured Landscaping O&M	4,112.00		
ACH 042924 007	4/29/2024 GreenEarth Midwest, LLC	Native Area O&M	191.00		
ACH 042924 007	4/29/2024 GreenEarth Midwest, LLC	Snow Removal	730.00		
Total ACH 042924 007			5,033.00		
ACH 042924 008	4/29/2024 High Plains Environmental Center	Chapungu Landscape Maintenance	20,488.55		
Total ACH 042924 008			20,488.55		
ACH 042924 009	4/29/2024 Icenogle Seaver Pogue, P.C.	Legal	8,304.50		
Total ACH 042924 009			8,304.50		
ACH 042924 010	4/29/2024 McWhinney Real Estate Services, Inc	MRES Invoice	5,195.00		
Total ACH 042924 010			5,195.00		
ACH 042924 011	4/29/2024 Norfield Development Partners, LLC	Utilities - Location Notification	<u>1,389.15</u>		
Total ACH 042924 011			1,389.15		
ACH 042924 012	4/29/2024 Kim Perry	Director Fees	<u>184.70</u>		
Total ACH 042924 012			184.70		
ACH 042924 013	4/29/2024 Pinnacle Consulting Group, Inc.	District Mgmt/Facilities Mgmt/Finance/Admin	41,926.63		
Total ACH 042924 013			41,926.63		
ACH 042924 014	4/29/2024 Ramey Environmental Compliance, Inc.	Sanitary Sewer Facility O&M	856.25		
Total ACH 042924 014			856.25		
ACH 042924 015	4/29/2024 SWPPP Colorado, LLC	Storm Structure Maintenance	2,005.00		
Total ACH 042924 015			2,005.00		

Centerra Metropolitan District Check/Voucher Register From 3/13/2024 Through 5/8/2024

	From 3/13/2024 Throu	gh 5/8/2024	
Check #	Check Date Vendor Name	Transaction Description	Check Amount
ACH 042924 016	4/29/2024 Utility Notification Center of Colorado	Utilities - Location Notification	<u>344.43</u>
Total ACH 042924 016			344.43
ACH 050824 001	5/8/2024 Bath Garden Center & Nursery Inc.	CEN-PCL504-PH2	<u>643.38</u>
Total ACH 050824 001			643.38
ACH 050824 002	5/8/2024 Civitas, Inc.	CEN - KPUBSE	712.50
Total ACH 050824 002			712.50
ACH 050824 003	5/8/2024 CMS Environmental Solutions, LLC	CEN-PCL301	395.00
Total ACH 050824 003			395.00
ACH 050824 004	5/8/2024 CMS Environmental Solutions, LLC	CEN-PCL504-PH2	415.00
Total ACH 050824 004			415.00
ACH 050824 005	5/8/2024 CMS Environmental Solutions, LLC	CEN-NWAR-PH2	395.00
Total ACH 050824 005			395.00
ACH 050824 006	5/8/2024 CWC Consulting Group	CEN-KPRMCP	25,505.25
Total ACH 050824 006			25,505.25
ACH 050824 007	5/8/2024 Tim DePeder	Director Fees	188.70
Total ACH 050824 007			188.70
ACH 050824 008	5/8/2024 DTJ DESIGN, INC	CEN-PCL205-PI	10,058.47
Total ACH 050824 008			10,058.47
ACH 050824 009	5/8/2024 Gerrard Excavating, Inc.	CEN-RP1-PI	47,938.43
Total ACH 050824 009			47,938.43
ACH 050824 010	5/8/2024 Josh Kane	Director Fees	188.70
Total ACH 050824 010			188.70
ACH 050824 011	5/8/2024 King Surveyors LLC	CEN-RP1-PI	1,573.00
Total ACH 050824 011			1,573.00
ACH 050824 012	5/8/2024 McWhinney Real Estate Services, Inc	CEN-PT	<u>1.34</u>
Total ACH 050824 012			1.34
ACH 050824 013	5/8/2024 McWhinney Real Estate Services, Inc	CEN-HWY34-LAND	3,667.88
Total ACH 050824 013			3,667.88

Centerra Metropolitan District Check/Voucher Register rom 3/13/2024 Through 5/8/202

From 3/13/2024 Through 5/8/2024				
Check #	Check Date Vendor Name	Transaction Description	Check Amount	
ACH 050824 014	5/8/2024 McWhinney Real Estate Services, Inc	CEN-TS	2,378.45	
Total ACH 050824 014			2,378.45	
ACH 050824 015	5/8/2024 McWhinney Real Estate Services, Inc	CEN-RP1-PI	4,317.49	
Total ACH 050824 015			4,317.49	
ACH 050824 016	5/8/2024 McWhinney Real Estate Services, Inc	CEN-ME13-PI	6,702.50	
Total ACH 050824 016			6,702.50	
ACH 050824 017	5/8/2024 McWhinney Real Estate Services, Inc	CEN-KPUBSE	<u>11,814.78</u>	
Total ACH 050824 017			11,814.78	
ACH 050824 018	5/8/2024 McWhinney Real Estate Services, Inc	CEN-KPRMCP	7,163.52	
Total ACH 050824 018			7,163.52	
ACH 050824 019	5/8/2024 McWhinney Real Estate Services, Inc	CEN-GEN CAP	1,315.00	
Total ACH 050824 019			1,315.00	
ACH 050824 020	5/8/2024 Wendy Messinger	Director Fees	188.70	
Total ACH 050824 020			188.70	
ACH 050824 021	5/8/2024 MSK Consulting, LLC	CEN-PCL205-PI	1,620.00	
Total ACH 050824 021			1,620.00	
ACH 050824 022	5/8/2024 Norris Design	CEN-MG5S	510.58	
Total ACH 050824 022			510.58	
ACH 050824 023	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-BLKP-LAND	1,080.00	
Total ACH 050824 023			1,080.00	
ACH 050824 024	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-GEN CAP	3,400.00	
Total ACH 050824 024			3,400.00	
ACH 050824 025	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-HWY34-LAND	1,520.00	
Total ACH 050824 025			1,520.00	
ACH 050824 026	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-KPUBSE	1,800.00	
Total ACH 050824 026			1,800.00	
ACH 050824 027	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-KPRMCP	1,000.00	
Total ACH 050824 027			1,000.00	

Centerra Metropolitan District Check/Voucher Register From 3/13/2024 Through 5/8/2024

From 3/13/2024 Through 5/8/2024				
Check #	Check Date Vendor Name	Transaction Description	Check Amount	
ACH 050824 028	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-MG5S	1,000.00	
Total ACH 050824 028			1,000.00	
ACH 050824 029	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-ME13-PI	2,000.00	
Total ACH 050824 029			2,000.00	
ACH 050824 030	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-NWAR-PH2	<u>960.00</u>	
Total ACH 050824 030			960.00	
ACH 050824 031	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-PCL205-PI	1,800.00	
Total ACH 050824 031			1,800.00	
ACH 050824 032	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-PCL504-PH2	1,440.00	
Total ACH 050824 032			1,440.00	
ACH 050824 033	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-TS	2,720.00	
Total ACH 050824 033			2,720.00	
ACH 050824 034	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-PT	840.00	
Total ACH 050824 034			840.00	
ACH 050824 035	5/8/2024 Pinnacle Consulting Group, Inc.	CEN-RP1-PI	3,280.00	
Total ACH 050824 035			3,280.00	
ACH 050824 036	5/8/2024 Reprographics Inc.	CEN-KPRMCP	<u>265.92</u>	
Total ACH 050824 036			265.92	
ACH 050824 037	5/8/2024 David Spaeth	Director Fees	<u>188.70</u>	
Total ACH 050824 037			188.70	
ACH 050824 038	5/8/2024 Waterwise Land and Waterscapes, Inc.	CEN-MG5S	12,302.33	
Total ACH 050824 038			<u>12,302.33</u>	
Report Total			758,730.26	

Centerra Metropolitan District No. 1

Centerra Boyd Lake Avenue South (CEN-BLAS)

Contractor: Precision Pavement Marking Company	Modification Date: 4 /2 /2024	Modification Amount: \$1,190.00	Contract #: Cnt-00799
Modification Description: WO 2024-01	Payment Method: Time & Materials		District Signed Date: 4 /9 /2024
Modification Scope: Replace Damaged Signs			Contractor Signed Date: 4 /9 /2024
Centerra P	recision on the Track	s (CEN-BP-LAND)	
Contractor:	Modification Date:	Modification Amount:	Contract #:

Waterwise Land and Waterscapes, Inc.	11/21/2023	\$12,949.82	Cnt-01346
Modification Description: Change Order 1	Payment Method: Lump Sum		District Signed Date: 4 /8 /2024
Modification Scope: Spray, Clear, and Haul Off Weeds, Additional In	rrigation, City of Loveland	l Electrical Permit Fees.	Contractor Signed Date: 4 /8 /2024

Bus Stop Upgrades (CEN-BUS)

Contractor: J-2 Contracting Company, Inc.	Modification Date: 3 /12/2024	Modification Amount: \$134,136.38	Contract #: Cnt-00853
Modification Description: Change Order 1	Payment Method: Unit Price		District Signed Date: 3 /18/2024
Modification Scope: Revisions to Lighting Design, Entry Signage, Pane Addition of Emergency Lighting	el Attachments, Constru	uction Phasing, and	Contractor Signed Date: 3 /18/2024

Kendall Pkwy, Rocky Mtn. to Centerra Pkwy (CEN-KPRMCP)

Contractor: King Surveyors, LLC	Modification Date: 4 /3 /2024	Modification Amount: \$25,649.00	Contract #: Cnt-00629
Modification Description: WO 2024-01	Payment Method: Time & Materials		District Signed Date: 4 /9 /2023
Modification Scope: Survey & Staking Services			Contractor Signed Date: 4 /9 /2023

Contractor: Kumar & Associates, Inc.	Modification Date: 4 /8 /2024	Modification Amount: \$16,730.00	Contract #: Cnt-00648
Modification Description: WO 2024-01	Payment Method: Time & Materials		District Signed Date: 4 /9 /2024
Modification Scope: Final Pavement Design, Construction Materials Te	esting and Observation	Services.	Contractor Signed Date:
Cer	nterra O&M (CEN	-OM)	
Contractor: DaVinci Sign Systems, Inc.	Modification Date: 4 /1 /2024	Modification Amount: \$12,231.10	Contract #: Cnt-00695
Modification Description: WO 2024-01	Payment Method: Lump Sum		District Signed Date: 4 /5 /2024
Modification Scope: Chapungu Park Sign Replacement Services			Contractor Signed Date: 4 /5 /2024
Contractor: GreenEarth Midwest, LLC	Modification Date: 5 /8 /2024	Modification Amount: \$9,220.64	Contract #: Cnt-01210
Modification Description: WO 2024-07	Payment Method: Lump Sum		District Signed Date: 5 /10/2024
<i>Modification Scope:</i> Boyd Lake Ave Median Landscape Bed Enhancem	ent Services		Contractor Signed Date: 5 /10/2024
Parcel 50	4 Phase II (CEN-P	CL504-PH2)	
Contractor: Kahar Plumbing & Heating, Inc.	Modification Date: 5 /18/2023	Modification Amount: \$10,425.00	Contract #: Cnt-01376
Modification Description: WO 2023-01	Payment Method: Lump Sum		District Signed Date: 12/19/2023
Modification Scope: Install Gasline From Gas Meter to Firepits.			Contractor Signed Date: 2 /23/2024
Savanna	a 5th Subdivision	(CEN-S5S)	
Contractor: Environmental Designs, Inc.	Modification Date: 4 /9 /2024	Modification Amount: \$18,314.48	Contract #: Cnt-00554
Modification Description: WO 2024-12	Payment Method: Time & Materials		District Signed Date: 4 /10/2024
Modification Scope: Point of Connection Revisions, Solar Controller, In	rigation Tie-in, and La	ndscaping Repairs	Contractor Signed Date: 4 /10/2024



Management Financial Statements

BOARD OF DIRECTORS CENTERRA METROPOLITAN DISTRICT NOS. 1-5

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2023, and March 31, 2024.

These financial statements are designed for management purposes and are intended for those who are knowledgeable about these matters. We have not audited, reviewed or compiled the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America. Substantially all the disclosures required by accounting principles generally accepted in the United States of America have been omitted. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the financial position and results of operations.

Pinnacle Consulting Group, Inc. May 3, 2024

CENTERRA METROPOLITAN DISTRICT NO. 1 BALANCE SHEET				
		Unaudited Actual		Unaudited Actual
		<u>12/31/2023</u>		<u>3/31/2024</u>
Assets				
Current Assets		4 000 700	•	700.000
First Bank Checking	\$	1,032,738	\$	760,083
		6,513,388		6,100,569
UMB 2017 TIF Gen Operations (146079.3)		178,380		752,136
UMB 2017 Debt Service Fund (146078.1)		78,973		3,239,730
UMB 2017 Bond Fund (146078.3)		725,072		1,011,423
UMB 2017 Reserve Fund (146078.4)		20,599,079		20,590,298
UMB 2017 TIF Dist Deb Sub (146079.4)		3,015,345		4,404,441
UMB 2017 Metro Taxes Account (146079.5)		93,358		68,807
UMB 2017 PIF Account (146079.6)		14,152		1,077,220
UMB 2017 SOT Revenue (146079.7)		619,364		747,060
UMB 2020 Improvement Project (146078.11)		872,966		884,329
UMB 2022 Improvement Project (146078.15)		18,263,517		18,501,248
UMB 2022 Cap Int (146078.16)		3,132,358		3,173,131
Accounts Receivable		205		153,849
URA Revenue Receivable		-		955,523
Receivable - Service Fees		38,020		55,742
Construction & Landscaping Deposit		1,139,766		1,195,963
Prepaid Expense		68,962		
Total Current Assets	\$	56,385,644	\$	63,671,553
_ong-term Assets				
Construction in Progress	\$	47,707,468	\$	47,707,468
Fixed Assets - Water Rights		3,423,082		3,423,082
Monumentation		4,550,218		4,550,218
Landscape		10,551,512		10,551,512
Hardscape and Landscape, Promenade		20,988,826		20,988,826
Streets		3,293,449		3,293,449
Sanitary Sewer and Storm Drainage		118,843		118,843
Accumulated Depreciation		(29,282,019)		(29,282,019
Total Long-term Assets	\$	61,351,379	\$	61,351,379
Total Assets	\$	117,737,023	\$	125,022,931
Liabilities				
Current Liabilities		774 000	•	500.004
Accounts Payable	\$	771,320	\$	582,034
Deferred Revenue - PIF		14,152		1,071,658
Retainage Payable	_	110,552	<u></u>	113,723
Total Current Liabilities	\$	896,024	\$	1,767,415
ong-term Liabilities				
Bonds Payable	\$	220,565,000	\$	220,565,000
Bonds Premium		4,507,531		4,507,531
Bond Discount		(259,935)		(259,935
Interest Payable		836,522		836,522
Total Long-term Liabilities	\$	225,649,118	\$	225,649,118
Fotal Liabilities	\$	226,545,142	\$	227,416,533
Fund Equity				
Net Investments in Fixed Assets	\$	(16/ 207 730)	\$	(16/ 207 720
	φ	(164,297,739)	φ	(164,297,739
	-	55,489,620	\$	61,904,137
Fund Balance	\$	(108,808,119)	Ψ	(102,393,004
Fund Balance Fotal Fund Equity Fotal Liabilities and Fund Equity	\$	(100,000,119)	Ψ	(102,393,602

CENTERRA METROPOLITAN DISTRICT NO. 1 STATEMENT OF REVENUES & EXPENDITURES	WITH	BUDGETS										
GENERAL FUND												
		(a)		(b)		(c)		(d)		(e)		(d-e)
		2023		2024		2024		Actual		Budget		Variance
		Jnaudited		Adopted		Projected		Through		Through		Through
Revenues		Actual		Budget		Actual		3/31/2024		3/31/2024		3/31/2024
Service Fees District #2	\$	530,619	\$	560,766	\$	560,766	\$	117,314	\$	140,193	\$	(22,879
URA Revenues		2,007,958		2,127,291		2,127,291		650,278		729,549		(79,271
PILOT Revenue		91,637		106,955		149,365		149,365		106,955		42,410
Chapungu Revenue		3,700		7,000		7,000		-		1,167		(1,167
ROW Maintenance Fee		16,400		15,180		15,180		4,621		15,180		(10,560
Interest & Other Income		343,971		160,000		200,000		99,402		40,000		59,402
Total Revenues	\$	2,994,285	\$	2,977,192	\$	3,059,602	\$	1,020,979	\$	1,033,043	\$	(12,064
	_											
Expenditures	_											
Operations & Maintenance:		005 001		045 005		045 005		454.007		454.400	<u>_</u>	0.007
Landscaping	\$	605,861	\$	815,265	\$	815,265	\$	154,027	\$	151,100	\$	2,927
Hardscapes		297,083		250,000		250,000		12,705		10,000		2,705
Undeveloped Public Land Storm Water Facilities	_	48,261		45,000		45,000		-		-		- 7 404
	_	91,857		190,500		190,500		152,311		144,850		7,461
Sanitary Sewer Facilities Amenities	_	3,175		5,000		5,000		856		-		856
	_	302,608		497,745		497,745		58,337		55,000		3,337
Miscellaneous Facilities Services	_	1,610 243,953		4,000 400,000		4,000 400,000		351 903		926 27,250		(575
Repairs and Replacement Utilities	_											(26,347
ROW Maintenance	_	300,674 2,232		375,000 15,180		375,000		13,952		14,000		(48
	_					15,180		5,841		15,180		(9,340
Facilities Management Administration:	_	131,500		141,000		141,000		35,250		33,668		1,562
Accounting & Financial Management	_	209,499		218,400		218,400		52,639		54,600		(1,961
Audit	_	209,499		218,400		218,400		52,059		54,000		(1,901
Director Fees	_	10,025		14,000		14,000		3,291		3,255		36
District Management	_	152,300		152,400		152,400		38,100	<u> </u>	38,100		
Election Costs	_	25,906		102,400		102,400						
Engineering & Other Prof. Services	-	14,762		50,000		50,000						
Insurance and Bonds	_	66,236		70,000		68,962		68,962		70,000		(1,038
Legal Services		57,532		160,000		160,000		18,136		13,333		4,802
IGA Coordination		44,380		-		-		-		-		
Office, Dues & Other		2,542		12,000		12,000		3,423		3,000		423
Website Hosting		_,0 .2		1,166		1,166		-		-		
Contingency	-			100,000		-						
Total Operating Expenditures	\$	2,635,094	\$	3,541,656	\$	3,440,618	\$	619,082	\$	634,262	\$	(15,181
		, ,								, _		(-) -
Revenues Over/(Under) Expenditures	\$	359,191	\$	(564,464)	\$	(381,016)	\$	401,897	\$	398,781	\$	3,117
Beginning Fund Balance	\$	4,597,071	\$	4,614,674	\$	4,956,262	\$	4,956,262	\$	4,614,674	\$	341,588
	Ĺ		Ĺ		Ĺ		Ĺ		Ĺ			
Ending Fund Balance	\$	4,956,262	\$	4,050,210	\$	4,575,246	\$	5,358,160	\$	5,013,455	\$	344,705
COMPONENTS OF ENDING FUND BALANCE:												
Operating Reserve (25% of expenses)	\$	885,414	\$	885,414	\$	885,414	\$	885,414	\$	885,414	\$	-
TABOR Reserve (3% of revenues)	T.	89,829		89,316	Ĺ	89,316		89,316	Ĺ	89,316		-
Repairs and Maintenance Reserve		3,981,019		3,075,480		3,600,516		4,383,430		4,038,725		344,705
Total Components of Ending Fund Balance	\$	4,956,262	\$	4,050,210		4,575,246	\$	5,358,160	\$	5,013,455	*	344,705

STATEMENT OF REVENUES & EXPENDITURES		I BODGEIS										
DEBT SERVICE FUND	_											
		(a)		(b)		(c)		(d)		(e)		(d-e)
		2023		2024		2024		Actual		Budget		Variance
		Unaudited		Adopted		Projected	Through		Through		Through	
Revenues		Actual		Budget		Actual		3/31/2024		3/31/2024		3/31/2024
Service Fees District #2	\$	196,734	\$	226,735	\$	226,658	\$	70,414		61,542	\$	8,872
Service Fees District #3		1,228		44,486		44,486		19,026		17,293		1,733
Service Fees District #5		26,949		42,493		42,493		9,055		10,486		(1,431
Interest & Other Income		1,734,087		992,000		992,000		374,183		375,333		(1,150
Public Improvement Fees		48,538		75,000		75,000		12,128		12,000		128
URA Revenues		15,168,755		17,287,452		17,287,452		5,282,913		5,283,236		(323
Transfer from Capital Fund		18,775		-		-		-		-		-
Total Revenues	\$	17,195,066	\$	18,668,165	\$	18,668,088	\$	5,767,719	\$	5,759,890	\$	7,829
Expenditures												
Bond Interest - Series 2017	\$	7,833,500	\$	7,537,250	\$	7,537,250	\$		\$		\$	
Bond Principal - Series 2017	Ψ.	5,925,000	Ψ	7,265,000	Ψ	7,265,000	Ψ		Ψ		Ψ	
Bond Interest - Series 2018	_	583,013		583,013		583,013						
Bond Interest - Series 2020A		1,621,750		1,621,750		1,621,750						
Bond Interest - Series 2020A	_	1,669,274		1,664,650		1,664,650						
Collection Fee - PIF		48,538		75,000		75,000		12,128		12,000		128
Trustee & Paying Agent Fees	_	9,500		15,000		11,500		11,500		11,500		120
Total Expenditures	\$	17,690,575	\$	18,761,663	\$	18,758,163	\$	23,628	\$	23,500	\$	128
Revenues Over/(Under) Expenditures	\$	(495,509)	\$	(93,498)	\$	(90,075)	\$	5,744,091	\$	5,736,390	\$	7,701
Beginning Fund Balance	\$	28,217,679	\$	27,698,934	\$	27,722,170	\$	27,722,170	\$	27,698,934	\$	23,236
										, ,		,
Ending Fund Balance	\$	27,722,170	\$	27,605,437	\$	27,632,095	\$	33,466,261	\$	33,435,324	\$	30,937
COMPONENTS OF ENDING FUND BALANCE:												
Required Reserve	\$	20,462,560	\$	20,462,560	\$	20,462,560	\$	20,462,560	\$	20,462,560	\$	-
Capitalized Interest	φ	4,582,412	Ψ	1,296,012	μΦ	1,296,012	φ	4,582,412	φ	4,582,412	Ψ	-
	1	2,677,198	I	5,846,865	-	5,873,523		8,421,289	<u> </u>	8,390,352		30,937
Bond Fund												

STATEMENT OF REVENUES & EXPENDITURES		DODOLIO											
CAPITAL PROJECTS FUND													
		(a)		(b)		(c)		(d)		(e)		(d-e)	
	-	2023		2024	2024		Actual			Budget	Variance		
	-	Unaudited		Adopted		Projected		Through		Through		Through	
Revenues		Actual		Budget		Actual		3/31/2024	3/31/2024			3/31/2024	
Interest & Other Income	\$	954,206	\$	52,000	\$	994,564	\$	249,094	\$	52,000		197,094	
Construction Reimbursement	Ψ.	934,200	Ψ	52,000	φ	297,684	φ	249,094	φ	52,000	φ	297,684	
Total Revenues	\$	954,206	\$	52,000	\$	<u>994,564</u>	\$	<u>546,778</u>	\$	52,000	\$	494,778	
	\$	554,200	 ♥	52,000	₽	334,304	\$	540,770	φ	52,000	φ	434,770	
Expenditures													
District Management	\$	24,375	\$	29,920	\$	29,920	\$	10,200	\$	7,480	\$	2,720	
District Engineering	Ť	95,953	Ť	100,000	Ť	90,000	Ť	25,069	Ť	25,000	Ť	69	
District Engineering		13,891		20,000		9,890		2,473		5,000		(2,528	
NW Arterial Roadways Ph 2		19,774		_0,000		3,585		3,585		- 0,000		3,585	
Meyers Group 5th Subdivision		244,851		14,251		25,000		14,460		1,188		13,273	
Savanna 5th Subdivision Infrastructure		29,490		15,500		15,500				1,100		(1,292	
Boyd Lake Ave South (Hwy 34 to GLIC)		38,581		-		2,000		1,120		1,202		1,120	
Boyd Lake Avenue North Landscaping	-	10,390				2,000		1,120				1,120	
Parcel 301 Infrastructure	-	133,161		49,500		49,500		3,105		4,125		(1,020	
Parcel 504 Ph 2 Infrastructure		637,795	-	87,123		87,123		11,187		14,521		(3,334	
Parcel 504 Ph 3 Infrastructure		72,161		2,195,798		2,195,798		11,107		14,521		(0,002	
Kendall Parkway Underpass-Bus Station		452,009		1,692,091		1,692,091		- 16,512		17,000		(488	
Boyd Lake Ave & Kendall Pkwy Landscaping		452,009		15,000		15,000		1,080		1,250		(400)	
Kinston Reimbursements		47,043		15,000		15,000		1,000		1,230		(1/(
Centerra – Precision on the Tracks		-		- 15,519		- 15,519		-		- 3,880		(2.900	
	_	204,302		,		,		990		3,000		(2,890	
Myers Subdivision Landscaping and Sidewalk	_	9,306		82,475		82,475		-		-		(4.050	
Kendall Parkway (RMA to Centerra Pkwy)	_	153,083		1,590,857		1,590,857		36,645		38,000		(1,355	
Cost of Issuance	_	103,702		-		-		-		-			
Office, Dues & Other	_	931		-		-		-		-			
Millennium East 13th	_	7,475		7,187,505		7,187,505		25,298		25,000		298	
I-25 and HWY 34 Landscaping	_	306,887		-		301,200		14,564		-		14,564	
Regional Detention Pond Phase 1	_	6,574		1,147,015		1,147,015		73,057		64,000		9,057	
Centerra Parkway Traffic Signals	_	3,676		815,399		815,399		11,895		12,000		(105	
Parcel 205		3,931		1,040,000		738,800		27,010		27,000		10	
Centerra East		80		-		-		-		-			
Total Expenditures	\$	2,620,221	\$	16,097,953	\$	16,094,177	\$	278,249	\$	246,735	\$	31,515	
Other Sources ((1) and) of Funda													
Other Sources/(Uses) of Funds	•		h		<u>۴</u>		ŕ		ŕ		6		
Bond Proceeds	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Transfer to Debt Service Fund	6	(18,775)	6	-	•	-	•	-	•	-	6		
Total Other Sources/(Uses) of Funds	\$	(18,775)	\$	-	\$	-	\$	-	\$	-	\$		
Revenues Over/(Under) Expenditures	\$	(1,684,789)	\$	(16,045,953)	\$	(15,099,613)	\$	268,528	\$	(194,735)	\$	463,262	
Beginning Fund Balance	\$	24,495,977	\$	22,115,494	\$	22,811,188	\$	22,811,188	\$	22,115,494	\$	695,694	
Ending Fund Polonoo	-	00 044 400		6 060 544	^	7 744 575	^	00 070 740	^	24 020 700	¢	4 459 054	
Ending Fund Balance	\$	22,811,188	\$	6,069,541	\$	7,711,575	\$	23,079,716	\$	21,920,760	\$	1,158,956	

CENTERRA METROPOLITAN DISTRICT NO. 2 STATEMENT OF REVENUES & EXPENDITURES						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	3/31/2024	3/31/2024	3/31/2024
Revenues						
Property Tax Debt Service						
CEN 2	\$ 115,448	\$ 73,960	\$ 73,960	\$ 9,858	\$ 8,001	\$ 1,857
CEN 2 - Bond	26,498	33,012	33,012	16,171	13,000	3,171
CEN 2 - Res Debt	1,883	1,948	1,948	329	500	(171
CEN 2 - Flats	226	135	135	74	50	24
CEN 2 - Savanna Fourth	40,794	67,752	67,752	33,500	27,101	6,399
CEN 2 - Railway Flats	1,488	1,799	1,799	717	700	17
CEN 2 - Avenida	84	442	442	207	200	7
CEN 2 - Hunt MW	50	257	257	215	200	15
CEN 2 - Kinston Bond	-	91	91	-	-	-
Specific Ownership - General	530,619	560,766	560,766	117,314	140,193	(22,879
	000,010	000,100			110,100	(22,070
Specific Ownership - Debt Service	0.075	4.500	4 500	0.40	4 404	(405
CEN 2 - Bond	3,275	4,523	4,523	946	1,131	(185
CEN 2 - Res Debt	8,414	9,171	9,171	1,919	2,292	(373
CEN 2 - Flats CEN 2 - Savanna Fourth	1,482 2,939	1,856 5,081	1,856 5,081	388 1,063	465 1,269	(77
	-	20,701	20,701	4,331	5,175	(206
CEN 2 - Railway Flats CEN 2 - Avenida	15,495 1,014	5,376	5,376	1,125		(844
CEN 2 - Avenida CEN 2 - Hunt MW	600	2,959		619	1,344	(219
CEN 2 - Hunt MW CEN 2 - Kinston Bond	600	1,260	2,959 1,260	264	315	(122
CEN 2 - KIIIStoli Boliu	-		1,200	204		(51
Interest & Other	-	20,000	-	-	50	(50
Total Revenues	\$ 750,308	\$ 811,089	\$ 791,089	\$ 189,038	\$ 202,727	\$ (13,689
Expenditures						
Treasurer's Fees - Debt Service						
CEN 2	\$ 1,920	\$ 1,479	\$ 1,479	\$ 211	\$ 160	\$ 51
CEN 2 - Bond	536	φ 1,473 660	φ 1,473 660	323	260	63
CEN 2 - Res Debt	38	39	39	7	10	(3
CEN 2 - Flats	5	3	3	1	1	
CEN 2 - Savanna Fourth	816	1,355	1,355	670	542	128
CEN 2 - Railway Flats	30	36		14	14	0
CEN 2 - Avenida	-	9		4	5	(1
CEN 2 - Hunt MW	-	5		4	-	4
CEN 2 - Kinston Bond	-	2		-	-	
	19,610		77	75		75
Interest Expense		-			-	
Payment for Services to District 1 - SO Payment for Debt to District 1	530,619	560,766 226,735		117,314		(22,879
•	196,734			70,414	61,542	8,872
Contingency Total Expenditures	\$ 750,308	20,000 \$ 811,089		- \$ 189,038	\$ 202,727	- \$ (13,689
	φ / 50,306	ψ οτι,009	ψ / 91,009	ψ 109,030	ψ 202,121	ψ (13,005
Revenues Over/(Under) Expenditures	\$-	\$-	\$-	\$-	\$-	\$
Beginning Fund Balance		\$-	\$ -	\$ -	\$ -	\$
		\$ - \$	\$ - \$ -	\$ -	\$ - \$ -	\$
Ending Fund Balance	- \$					

ITERRA METROPOLITAN DISTRICT NO. 2						
	_	(a)		(b)	(c)	
		2023		2024	2024-2023	
Mill Levy		Actual		Actual	Variance	
District 2 - Operating		18.000		18.000	0.00	
District 2 - Debt Service		44.000		44.000	0.00	
Bond - Debt Service		10.879		13.302	2.42	
Res Debt - Debt Service		21.780		22.152	0.37	
Flats - Debt Service		29.049		34.854	5.80	
Savanna Fourth - Debt Service		37.429		48.712	11.28	
Railway Flats - Debt Service		42.175		43.468	1.29	
CEN 2 - Avenida		46.499		46.923	0.42	
CEN 2 - Hunt MW		46.499		46.647	0.14	
CEN 2 - Kinston Bond		0.000		41.277	41.27	77
Assessed Value						
District 2	\$	1,243,585	\$	1,192,905	\$ (50,68	30)
Bond		2,464,055		2,481,715	17,66	· · · · · · · · · · · · · · · · · · ·
Res Debt		86,420		87,921	1,50	1
Flats		9,138		3,864	3,86	34
Savanna Fourth		1,089,905		1,390,879	300,97	24
Railway Flats		35,302		41,378	6,07	
CEN 2 - Avenida		1,803		9,418	7,61	5
CEN 2 - Hunt MW		1,067		5,508	4,44	1
CEN 2 - Kinston Bond		-		2,214	2,21	
Property Tax Revenue	_					
District 2 - Operating	\$	22,385	\$	21,472	\$ (91	2)
District 2 - Operating District 2 - Debt Service	Ψ	54,718	Ψ	52,488	(2,23	
Bond - Debt Service		26,806		33,012	6,20	*
Res Debt - Debt Service		1,882		1,948	6,20	
Flats - Debt Service		265		135	(13	-
Savanna Fourth - Debt Service		40,794		67,752	26,95	
Railway Flats - Debt Service		1,489		1.799	20,95	
CEN 2 - Avenida		84		442	31	
CEN 2 - Avenida CEN 2 - Hunt MW				257	20	
CEN 2 - Hunt MW CEN 2 - Kinston Bond		50		257	20	
-	*	-	*	-	•	
Total Property Tax Revenue	\$	148,473	\$	179,396	\$ 30,92	3

STATEMENT OF REVENUES & EXPENDITUR	RES WITH	BUDGETS										
GENERAL FUND												
		(a)		(b)		(c)		(d)		(e)		(d-e)
		2023		2024		2024		Actual		Budget		Variance
	— I 11	naudited		Adopted		Projected		Through		Through		Through
	- 0	Actual		Budget		Actual		3/31/2024		3/31/2024		3/31/2024
Revenues		Actual		Budget		Actual		5/51/2024		0/01/2024		0/01/2024
Property Tax	\$	562	\$	41,933	\$	41,933	\$	18,690	\$	17,000	\$	1,690
Specific Ownership	φ	677	φ	3,392	φ	3,392	φ	710	φ	633	φ	77
Interest & Other		0//		1.000		3,392		1		033		1
Total Revenues	\$	1,239	\$	46,325	\$	45,325	\$	19,400	\$	17,633	\$	1,768
	\$	1,239	\$	40,325	Þ	40,325	à	19,400	P	17,033	\$	1,768
Europhitureo												
Expenditures County Treasurer's Fees		11	\$	839	\$	839	\$	374	\$	340	\$	34
	\$		\$		\$		\$	•••	\$	• • •	\$	
Payment for Debt to District No. 1		1,228		44,486		44,486		19,026		17,293		1,733
Contingency	-	-		1,000	•	-	•	-		-		
Total Expenditures	\$	1,239	\$	46,325	\$	45,325	\$	19,400	\$	17,633	\$	1,767
Revenues Over/(Under) Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Beginning Fund Balance		-		-		-		-		-		-
Ending Fund Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Mill Levy												
Debt Service		5.000		5.954		5.954		5.954				
Total Mill Levy		5.000		5.954		5.954		5.954	<u> </u>			
Assessed Value	\$	112,419	\$	7,042,748	\$	7,042,748	\$	7,042,748				
Property Tax Revenue												
Debt Service	\$	562	\$	41,933	\$	41,933	\$	41,933	1			
Total Property Tax Revenue	\$	562	\$	41,933	\$	41,933	\$	41,933	l			

STATEMENT OF REVENUES & EXPENDITU	RES WITH	BUDGETS										
GENERAL FUND												
		(a)	(b)		(c)		(d)		(e)		(d-e)	
		2023	2024		024		Actual	В	udget		Variance	-
	U	naudited	Adopted	Pro	jected	•	Through		nrough		Through	_
		Actual	Budget		tual		3/31/2024		31/2024		3/31/2024	
Revenues												_
Property Tax	\$	-	\$-	\$	-	\$	-	\$	-	\$		-
Specific Ownership		-	-		-		-		-			-
Interest & Other		-	-		-		-		-			-
Total Revenues	\$	-	\$-	\$	-	\$	-	\$	-	\$		-
Expenditures												
County Treasurer's Fees	\$	-	\$-	\$	-	\$	-	\$	-	\$		-
Payment for Debt to District No. 1		-	-		-		-		-			-
Contingency		-	-		-		-		-			-
Total Expenditures	\$	-	\$-	\$	-	\$	-	\$	•	\$		-
Revenues Over/(Under) Expenditures	\$	-	\$-	\$	-	\$	-	\$	-	\$		-
Beginning Fund Balance	\$	-	\$-	\$	-	\$	-	\$	-	\$		-
Ending Fund Balance	\$	-	\$-	\$	-	\$	-	\$	-	\$		_
Mill Levy		0.000	0.000		0.000		0.000					
Operating		0.000	0.000		0.000		0.000			_		
Total Mill Levy		0.000	0.000		0.000		0.000					
Assessed Value	\$	1,323,282	\$ 1,192,905	\$ 1	,192,905	\$	1,192,905					
Property Tax Revenue												
Operating	\$	-	\$-	\$	-	\$	-					
Total Property Tax Revenue	\$	-	\$-	\$	-	\$	-					

STATEMENT OF REVENUES & EXPENDITUR	RES WITH	BUDGETS											
GENERAL FUND													
		(a)		(b)		(c)		(d)		(e)		(d-e)	
		2023 Unaudited Actual		2024 Adopted Budget		2024 Projected Actual		Actual Through 3/31/2024		Budget Through 3/31/2024		Variance Through 3/31/2024	
	- I												
Revenues		Actual		ugei		Actual	5	51/2024		5/51/2024	3	51/2024	
Property Tax	\$	2.265	\$	3,028	\$	3,028	\$	802	\$	606	\$	196	
Specific Ownership	φ	24,729	φ	39,526	φ	39,526	φ	8,269	φ	9,882	φ	(1,613)	
Interest & Other		24,129		5,000		39,520		0,209		9,002		(1,013)	
Total Revenues	\$	26,994		47,554	\$	42.554	\$	9.071	\$	- 10.488	\$	(1,417)	
Total Revenues	φ	20,554		47,554	φ	42,554	φ	5,071	φ	10,400	φ	(1,417)	
Expenditures													
County Treasurer's Fees	\$	45	\$	61	\$	61	\$	16	\$	2	\$	14	
Payment of Debt to District No. 1		26,949		42,493		42,493		9,055		10,486		(1,431)	
Contingency		-		5,000		-		-		-		-	
Total Expenditures	\$	26,994		47,554	\$	42,554	\$	9,071	\$	10,488	\$	(1,417)	
Revenues Over/(Under) Expenditures	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Beginning Fund Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
Ending Fund Balance	\$	-	\$	-	\$	-	\$	-	\$	-	\$		
Mill Levy													
Debt Service		15.000		15.626		15.626		15.626					
Total Mill Levy		15.000		15.626		15.626		15.626					
Assessed Value	\$	133,235	\$	193,773	\$	193,773	\$	193,773					
Property Tax Revenue													
Debt Service	\$	1,999	\$	3,028	\$	3,028	\$	3,028	l				
Total Property Tax Revenue	\$	1.999	\$	3,028	\$	3,028	\$	3,028					

BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 1

A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS

WHEREAS, Centerra Metropolitan District No. 1 (the "District") is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

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

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District's Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act ("CADA"), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the "Technology Accessibility Bills"), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the "OIT") to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the "ICT") is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 1 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. <u>Technology Accessibility Statement</u>. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the "Statement") in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District's website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District's website as soon as possible but not later than July 1, 2024.

2. <u>Actions to Effectuate Resolution</u>. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

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APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 1

By: <u>Kim L. Perry</u> Its: President

CENTERRA METROPOLITAN DISTRICT NO. 1 TECHNOLOGY ACCESSIBILITY STATEMENT

Centerra Metropolitan District No. 1 (the "District") is committed to providing equitable access to the District's official website to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail: _____

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

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¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 2

A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS

WHEREAS, Centerra Metropolitan District No. 2 (the "District") is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

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

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District's Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act ("CADA"), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the "Technology Accessibility Bills"), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the "OIT") to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the "ICT") is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 2 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. <u>Technology Accessibility Statement</u>. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the "Statement") in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District's website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District's website as soon as possible but not later than July 1, 2024.

2. <u>Actions to Effectuate Resolution</u>. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 2

By: <u>Kim L. Perry</u> Its: President

CENTERRA METROPOLITAN DISTRICT NO. 2 TECHNOLOGY ACCESSIBILITY STATEMENT

Centerra Metropolitan District No. 2 (the "District") is committed to providing equitable access to the District's official website to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail: _____

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

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¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 3

A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS

WHEREAS, Centerra Metropolitan District No. 3 (the "District") is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

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

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District's Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act ("CADA"), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the "Technology Accessibility Bills"), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the "OIT") to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the "ICT") is compliant with the Technical Standards by July 1, 2024. NOW THEREFORE, THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 3 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. <u>Technology Accessibility Statement</u>. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the "Statement") in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District's website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District's website as soon as possible but not later than July 1, 2024.

2. <u>Actions to Effectuate Resolution</u>. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 3

By: <u>Kim L. Perry</u> Its: President

CENTERRA METROPOLITAN DISTRICT NO. 3 TECHNOLOGY ACCESSIBILITY STATEMENT

Centerra Metropolitan District No. 3 (the "District") is committed to providing equitable access to the District's official website to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone: ²

E-mail: _____

FOOTNOTES TO BE REMOVED PRIOR TO POSTING

¹ The point of contact must be "personnel knowledgeable about the accessibility of the ICT."

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² The phone number must have TTY. TTY is teletypewriter, which is used by individuals who are deaf, hard of hearing, or have speech impediments. If the number is connected to a cellphone, this feature can be activated in the cellphone's system settings.

BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 4

A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS

WHEREAS, Centerra Metropolitan District No. 4 (the "District") is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

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

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District's Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act ("CADA"), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the "Technology Accessibility Bills"), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the "OIT") to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the "ICT") is compliant with the Technical Standards by July 1, 2024.

NOW THEREFORE, THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 4 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. <u>Technology Accessibility Statement</u>. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the "Statement") in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District's website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District's website as soon as possible but not later than July 1, 2024.

2. <u>Actions to Effectuate Resolution</u>. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

3. Effective Date. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 4

By: <u>Kim L. Perry</u> Its: President

CENTERRA METROPOLITAN DISTRICT NO. 4 TECHNOLOGY ACCESSIBILITY STATEMENT

Centerra Metropolitan District No. 4 (the "District") is committed to providing equitable access to the District's official website to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

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BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 5

A RESOLUTION ADOPTING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS

WHEREAS, Centerra Metropolitan District No. 5 (the "District") is a special district organized and existing pursuant to Section 32-1-101 et seq., C.R.S.; and

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

WHEREAS, pursuant to Section 32-1-1001(1)(m), C.R.S., the District's Board is authorized to adopt, amend, and enforce bylaws and rules and regulations not in conflict with the constitution and the laws of the State for carrying on the business, objects, and affairs of the Board and the District; and

WHEREAS, the Colorado Anti-Discrimination Act ("CADA"), as set forth in Title 34, Article 34, Parts 3 through 8 of the Colorado Revised Statutes provides that it is unlawful to discriminate against an individual with a disability as that term is defined in Section 24-34-301(7), C.R.S.; and

WHEREAS, the Colorado legislature, through House Bill 21-1110 and subsequently amended by Senate Bill 23-244 (the "Technology Accessibility Bills"), amended CADA to include certain provisions regarding website accessibility for individuals with disabilities; and

WHEREAS, the Technology Accessibility Bills, require the Colorado Office of Information Technology (the "OIT") to establish rules regarding information technology systems accessibility standards for individuals with disabilities; and

WHEREAS, on February 23, 2024, the OIT adopted the Rules Establishing Technology Accessibility Standards as contained in 8 CCR § 1501-11, *et seq.*, (the "Accessibility Rules") requiring all public entities and state agencies, as such terms are defined in the Accessibility Rules, to comply with the Accessibility Rules; and

WHEREAS, 8 CCR § 1501-11.4 specifically defines the term public entity to include special districts; and

WHEREAS, compliance with the Accessibility Rules requires the District to adopt and publicly post in a conspicuous place a Technology Accessibility Statement, as such term is defined in the Accessibility Rules, by July 1, 2024; and

WHEREAS, Technical Standards is defined in the Accessibility Rules at Section 11.5(a) as Web Content Accessibility Guidelines ("WCAG") 2.1 Level AA; and

WHEREAS, the Accessibility Rules require the District to ensure applicable information and communication technology (the "ICT") is compliant with the Technical Standards by July 1, 2024. NOW THEREFORE, THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 5 HEREBY ADOPTS THE FOLLOWING TECHNOLOGY ACCESSIBILITY STATEMENT AND TECHNICAL STANDARDS:

1. <u>Technology Accessibility Statement</u>. The District adopts the Technology Accessibility Statement attached hereto in Exhibit A (the "Statement") in accordance with Section 11.6 of the Accessibility Rules. The Statement shall be posted publicly in a conspicuous location on the District's website. The District directs the District Manager to take the actions necessary to facilitate the conspicuous public posting of the Statement on the District's website as soon as possible but not later than July 1, 2024.

2. <u>Actions to Effectuate Resolution</u>. Management and legal counsel for the District are authorized and directed to take all actions necessary and appropriate to effectuate this Resolution and the imposition of the Technology Accessibility Statement and Technical Standards contemplated hereunder. All actions not inconsistent with the provisions of this Resolution heretofore taken by the members of the Board of Directors and/or management or legal counsel for the District and the officers, agents and employees of the District and directed toward effectuating the purposes stated herein are hereby ratified, approved and confirmed.

3. <u>Effective Date</u>. This Resolution shall take effect on the date and at the time of its adoption.

[Remainder of page intentionally left blank.]

APPROVED AND ADOPTED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 5

By: <u>Kim L. Perry</u> Its: President

CENTERRA METROPOLITAN DISTRICT NO. 5 TECHNOLOGY ACCESSIBILITY STATEMENT

Centerra Metropolitan District No. 5 (the "District") is committed to providing equitable access to the District's official website to all members of the public. The District's ongoing accessibility efforts work toward being compliant with the Web Content Accessibility Guidelines (WCAG) version 2.1, level AA criteria. The District welcomes comments on how to improve its technology's accessibility for users with disabilities as well as requests for reasonable modifications and/or accommodation to any District services, programs, and/or activities.

Please let us know if you encounter inaccessible information and communication technology. The District is committed to responding to requests for reasonable modifications and/or accommodation as well as reports of accessibility issues in a timely manner.

For reports of inaccessible information and communication technology or to request reasonable modifications or accommodations to District information and communication technology, please contact the District at ¹:

Phone:²

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To:Centerra Metropolitan District Board of DirectorsFrom:Pinnacle Consulting Group, Inc.Subject:Managers' ReportBoard Meeting Date:May 16, 2024

General District Matters

- **Primary Contact:** Please contact Bryan Newby, District Manager, at Bryann@pcgi.com or cenmdadmin@pcgi.com for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- Management & Administration Updates & Activities:
 - PCGI has been working with Streamline to coordinate transfer of the District website to a new web hosting service designed to meet 2024 website ADA compliance standards. We will be working to meet said compliance standards no later than July 01, 2024.
- Website Analytics: Website analytics allows management to review website activity throughout the year.

Last Month	YTD	Top 3 Pages Viewed
356 Visits	565 Visits	About the District
344 Unique Visitors	525 Unique Visitors	Governing Documents
438 Page Views	941 Page Views	Current Projects

• **Compliance Matters:** Annually, District Management ensures the District meets required statutory responsibilities and tracks compliance accordingly.

Compliance Matters	Responsible	Due Date	Completion Date
File Boundary Map	PCGI	01/01/24	Complete
Post Transparency Notice	PCGI	01/15/24	Complete
File Certified Copy of Adopted Budget	PCGI	01/30/24	Complete
Renew SDA Membership	PCGI	03/01/24	Complete
File Audit Exemptions	PCGI	03/31/24	Complete
Submit Audit to Governing Board	PCGI	06/30/24	
File Audit	PCGI	07/30/24	
File Annual Report	PCGI	10/01/24	
Draft 2025 Budgets Distributed to Board	PCGI	10/15/24	
Renew Property & Liability Insurance	PCGI	12/01/24	
Certify Mill Levies	PCGI	12/15/24	
Adopt Budget	PCGI	12/31/24	

Centerra Metropolitan District c/o Pinnacle Consulting Group, Inc. Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537 Phone: (970) 669 3611 Email: cenmdadmin@pcgi.com Serving our clients and community through excellent dependable service.

Ensure Website Compliance	PCGI	12/31/24	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

Operations & Maintenance Updates & Activities

- Irrigation activations are complete and various spring start up repairs are in process with EDI and GreenEarth on district systems, along with scheduling and completing backflow cert. testing.
- PCGI has met with and continues to coordinate with the City of Loveland on successful hydrozone operations throughout 2024 and into future years.
- Spring weeds have emerged quickly, contractors are catching up with treatments and removals as weather allows. Windy and rainy conditions prevent application abilities.
- Mulch refresh project was completed in April prioritized landscape bed areas along Rocky Mountain this season staying within allocated budget.
- Coordinating with EDI and GreenEarth to identify various tree and plant issues coming out of winter, marking and scheduling removals, and receiving replacement pricing as needed.
- Annual floral installations are to be completed by end of May.
- Executed contract with J&S Services to complete I-25/Hwy 34 bridge column cleaning and sealing project in June now that construction is wrapping up.
- Met with On-demand Concrete on-site in April to discuss various repair and replacement services we'll be completing this Summer within budget allocations.
- The first OLM inspection of the year was completed on April 24th. The main issues noted were weeds in beds and turf. Scoring results as follows:
 - Chapungu Park 95%
 - \circ CMD (EDI areas) 94%
 - Boyd Lake Ave (GE areas) 93%



Figure 2: Mulch refresh RMA beds.

Figure 1: Chapungu Park ponds.

Centerra Metropolitan District c/o Pinnacle Consulting Group, Inc. Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537 Phone: (970) 669 3611 Email: cenmdadmin@pcgi.com Serving our clients and community through excellent dependable service.



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Streamline Platform - Subscription Agreement

DISTRICT: Centerra Metropolitan District

This Software as a Service Agreement ("Agreement") is entered into on the start date listed below, between Streamline (DBA of Digital Deployment, Inc.) with a place of business at 3301 C Street #1000, Sacramento, CA 95816 ("Company"), and the Customer listed above ("Customer"). This Agreement incorporates the Terms of Service agreed upon Streamline and the involved parties. <u>W9 is available online</u>. **Most customers prefer annual billing for convenience, but all subscriptions are cancellable anytime with a written 30-day notice**.

DESCRIPTION OF SERVICES: See Page 2 for an overview of what Streamline Web includes, and for more information please review our <u>subscription-based website toolkit for local government</u>.

SUBSCRIPTION ORDER:

Name							Price
Streamline Complia	ance Bas	ics					\$640.00
One-Time Migration (Invoice Frequ Additional Billing D	lency:	Waived Annually Streamline Partnership Agreement		Billing St	Order #: art Date:	19078774171 05/01/2024	
Billing Person: Billing Address: City, State, Zip:	550 W.	e Consulting Group, Inc. Eisenhower Blvd d, Colorado 80537		Phone: Email:	TTY 970-6	617-2472 erramd.live	
Streamline: Name: Title: Date: Signature:			Author Name: Title: Date: Signatu	ized User: Kim Perry President ure:			



Partnership Packages & Features (Per District):

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Compliance Basics Essential tools for districts to meet compliance standards & regulations. Look professional while meeting state requirements & best practices.	Community Pro Everything that is offered in our compliance plan + design tools, email mktg, payments, e-signatures, & more. Perfect for districts that are active in their community.	Operations Pro Everything that is offered in our compliance & community plans + intrane social feeds, board reports, & reviews. Perfect for districts who want to streamline operations.
\$80 _{/month}	\$120/month	\$390/month
Subscription Includes:	Subscription Includes:	Subscription Includes:
Website hosting + content management	Website hosting + content management	Website hosting + content management
Amplify™ design & experience builder (new in 2024)	Amplify™ design & experience builder (new in 2024)	Amplify+™ design & experience builder (new in 2024)
Google maps & locations Integration (new in 2024)	Google maps & locations Integration (new in 2024)	Google maps & locations integration (new in 2024)
Social feed integration	Social feed integration	Social feed integration
🖊 Annual design reviews	🔝 Annual design reviews	Annual design reviews
Annual board reports	Annual board reports	😫 Annual board reports
💑 Compliance + posting checklist	کۆک Compliance + posting checklist	🕂 Compliance + posting checklist
ADA accessibility assistant	🔞 ADA accessibility assistant	🔞 ADA accessibility assistant
🗹 Meetings assistant	🔁 Meetings assistant	🛃 Meetings assistant
< One-click social sharing	Cone-click social sharing	< One-click social sharing
One-click email marketing & subscription building	One-click email marketing & subscription building	One-click email marketing & subscription building
Payments / commerce tools	Payments / commerce tools	Payments / commerce tools
E-Signature Forms	E-Signature Forms	🔒 E-Signature Forms
Internal communications hub	Real Internal communications hub	💂 Internal communications hub
Support with integration of embedded tools	Support with integration of embedded tools	Support with integration of embedded tools
L Training + support	Training + support	Training + support



MASTER SERVICES AGREEMENT

THE TERMS AND CONDITIONS CONTAINED IN THIS MASTER SERVICES AGREEMENT, TOGETHER WISTH ANY ORDER FORMS (COLLECTIVELY, THE "AGREEMENT") APPLY TO ALL USE OF THE HOSTED SERVICES PROVIDED BY STREAMLINE SOFTWARE, INC. ("STREAMLINE") TO [NAME OF DISTRICT] ("CUSTOMER"). STREAMLINE AND CUSTOMER MAY BE REFERRED TO HEREIN INDIVIDUALLY AS A "PARTY" OR COLLECTIVELY AS THE "PARTIES".

BY ACCESSING OR USING ANY OF STREAMLINE'S SERVICES OR SOFTWARE, CUSTOMER AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED EFFECTIVE ON THE DATE IT IS AGREED TO BY STREAMLINE AND CUSTOMER AS PART OF THE ORDER PROCESS – AS DEFINED IN SECTION 1 BELOW) ("EFFECTIVE DATE").

1. THE SERVICE

1.1. Provision of the Service Subject to all the terms of this Agreement, Streamline grants Customer the non-sublicensable, non-transferrable, nonexclusive, limited right to remotely access and use the service described in the Order Process (as defined below), including the right to useany associated materials provided or made available (e.g. online) by Streamline (collectively, the "Service") - but only for Customer's own business purposes. The "Order Process" is Streamline's online order process and Subscription Agreement attached as **Exhibit A**, and incorporated herin by this reference. All activity under the Agreement shall be strictly in accordance with and subject to Streamline's applicable usage documentation available at support.getstreamline.com (collectively, the "Documentation").

1.2. Services Levels. Streamline will use commercially reasonable efforts to ensure the Service is substantially operational on a 24/7 basis (subject to downtime for scheduled maintenance, emergency maintenance, and matters beyond Streamline's reasonable control).

1.3. General Restrictions. Customer shall not (and shall not allow any third party to): (a) rent, lease, copy, provide access to or sublicense the Service to a third party (except contractors acting on Customer's behalf – and Customer is fully responsible and liable for their breach of this Agreement); (b) use the Service to help develop any competitive product or service, (c) reverse engineer, decompile, disassemble, or otherwise seek to obtain the source code of any part of the Service, (d) modify or create derivatives of the Service or any other materials provided by Streamline, or (e) remove or obscure any proprietary or other notices contained in the Service or Documentation provided by Streamline.

1.4. Customer's Third-Party Services. The Service will enable Customer to send Customer Data (as defined in Section 2.1 below) to and from different third-party products, services, sources, and destinations (collectively, "Third-Party Services"). Customer's use of any Third-Party Services is subject to Customer's separate agreement with the provider. Customer is responsible for selecting and configuring the Third-Party Services it chooses to use with the Service and for any exchange of Customer Data it enables through the Service. Streamline is not responsible for any Third-Party Services used by Customer with the Service, their code or technology, or how the providers use or protect Customer Data, except to the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, unless Customer has a separate agreement with the partner/provider. For clarity, Streamline has no liability or obligation under the separate agreement between Customer and the applicable third-party provider.



1.5. Feedback. Notwithstanding anything else, Customer grants Streamline a perpetual, irrevocable, royalty free, paid-up, sub-licensable, right and license to use, display, reproduce, distribute and otherwise exploit Feedback for any purposes. Streamline agrees that (i) Customer does not have to provide Feedback, and (ii) all Feedback is provided "AS IS". "Feedback" means all suggestions for improvement or enhancement, recommendations, comments, opinions or other feedback provided by Customer (whether in oral, electronic or written form) to Streamline for the Service.

2. CUSTOMER DATA

2.1. Generally. "Customer Data" means all data provided by Customer or its systems or providers to Streamline. As between the Parties, Customer shall retain all right, title and interest in the Customer Data. Subject to the terms of this Agreement, Customer hereby grants to Streamline a non-exclusive, worldwide, royalty-free right to use, copy, store, transmit, modify, create derivative works of and display the Customer Data to the extent necessary to provide the Service to Customer. Streamline will not sell, distribute, or otherwise provide any Customer Data to any third party (but data will be stored and processed by Streamline's services providers to the extent acting on Streamline's behalf hereunder and provided that Streamline is fully liable for their breach of this Agreement. Customer Data, (ii) the provision of Customer Data, and Streamline's use of the data as authorized hereunder, is allowed by Customer's privacy policy, if any, and (iii) Customer's provision, use and maintenance of Customer Data complies with all laws, regulations and third-party rights. For clarity, Customer is fully responsible for ensuring that its end users agree to a Customer privacy policy that allows for such information to be used hereunder.

2.2. Security. Streamline will implement and maintain a reasonable information security program with administrative, physical, and technical safeguards designed to help protect the integrity of Customer Data, as outlined in the Streamline Security and Continuity of Operations Guide, as the same may be modified or amended (the "Guide"). The Guide, in its current form as of April 19, 2024, is available at the following link and incorporated herein by this reference:

<u>https://docs.google.com/document/d/1qCHDzJvVwW67tT45DHMmANKg2v47aH3tFkS8AdXoDDA/edit#heading=h.exloycca970q</u>.

2.3. Aggregate and Deidentified Data. Streamline will have a revocable, right to retain and internally use any Customer Data in an aggregated and deidentified form to internally improve its products and services (such as training algorithms).

2.4. Personal Identifying Information. During the performance of this Agreement, Customer may disclose Personal Identifying Information to Streamline. "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., Streamline agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to Streamline; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.



Streamline agrees to report within forty-eight (48) hours to Customer any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this Agreement "Data Security Incident" is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to Streamline systems; (b) inability to access business and other proprietary information, data, or the Streamline 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.

3. CUSTOMER CONTENT.

3.1. Customer's Own Content. Customer is responsible for all materials, information, photos, and content (collectively, the "Content") uploaded, posted or stored through its use of the Service. Customer grants Streamline a worldwide, royalty-free, non-exclusive license to host, display, and use any Content provided through Customer's use of the Service to the extent necessary to provide the Service to Customer. If Customer shares Content in a manner designed to be shared with other Service users, Customer acknowledges and agrees to such sharing. Customer should archive its Content frequently. Streamline is not responsible for any lost, damaged, or unrecoverable Content. Customer also acknowledges that Streamline is not responsible or liable with respect to Customer's use of, or access to, any Content provided by other users. To the extent authorized by law, Customer agrees not to use, nor permit any third party to use, the Service to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following:

- Illegal, fraudulent, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate or objectionable information or communications of any kind, or contrary to any local, state, federal or foreign law;
- Content that would impersonate someone else or falsely represent Customer's (or any person's) identity or qualifications, or that constitutes a breach of any individual's privacy;
- Except as permitted by Streamline in writing, investment opportunities, solicitations, chain letters, pyramid schemes, other unsolicited commercial communication or engage in spamming or flooding;
- Virus, trojan horse, worm or other disruptive or harmful software or data; and
- Any information, software or content which is not legally Customer's and without legally sufficient permission from the copyright owner or intellectual property rights owner.

3.2. Monitoring Customer's Content. Streamline may, but has no obligation to, monitor content on the Service, except for such monitoring of content related to Streamline's accessibility monitoring services, which includes, but is not limited to, monthly HTML scanning via Lighthouse, PDF scanning via CommonLook's PDF accessibility scanner, manual testing of Streamline's core architecture (such as navigation bars and design elements) by LevelAccess, and proprietary testing of videos for closed captioning. Streamline may disclose any information necessary to satisfy its legal obligations, protect Streamline or its customers, or operate the Service properly. Streamline, in its sole discretion, may refuse to post or may remove, any Content, in whole or in part, alleged to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

3.3. Community Forums. The Service may include a community forum or other social features to exchange content and information with other users of the Service and the public. Streamline



does not support and is not responsible for the content in these community forums. Customer is responsible for all its interactions with, and its use of content from, any other community users. Customer should not reveal information that it does not want to make public. Users may post hypertext links to content of third Parties for which Streamline is not responsible.

4. INTELLECTUAL PROPERTY

No intellectual property rights are assigned or transferred by Streamline hereunder.

5. FEES AND PAYMENT

5.1. Fees and Payment. All fees are as agreed to by Streamline and Customer in writing, as seen in **Exhibit A.** Fees are payable when due. If Customer has provided Streamline with a credit card or bank account number, Customer hereby authorizes Streamline (or its third party payment processor) to charge such card or account for all fees owed. If Customer pays in advance for usage-based pricing, and then exceeds such usage, Streamline will invoice Customer for the excess usage on a pro rata basis for the remainder of the term. Streamline may adjust the fees charged to Customer hereunder on notice at any time. If Customer does not want to agree to any fee increase, its sole remedy, and Streamline's exclusive liability, is to terminate this Agreement on notice (or by canceling Customer's Service account via the functionality provided therein). If Customer disagrees with an invoice, it must notify Streamline within thirty (30) days from receipt of the invoice – or it is deemed final. Streamline's fees are exclusive of all taxes and other governmental assessments. Customer is responsible for all of the foregoing - other than taxes based on the income of Streamline.

5.2. Late Payments. In the event of late payments, Customer agrees to pay interest at the rate of one and one-half percent (1.5%) per month (or the maximum rate permitted by applicable law, whichever is less). In addition, Customer will reimburse Streamline for all costs of collection (including attorneys' fees). If Customer's account is thirty (30) days or more overdue, in addition to any of its other rights or remedies, Streamline reserves the right to suspend Customer's access to the Service, with notice, without liability to Customer until such amounts are paid in full.

6. TERM AND TERMINATION

6.1. Term. This Agreement will begin on the Effective Date and will have the subscription term selected by Customer in the Order Process ("Subscription Term"). The Subscription Term will automatically renew for successive renewal terms of equal length to the initial Subscription Term, subject to annual appropriations by Customer, unless: (i) Customer cancels its Service account via the account functionality prior to the renewal date, or (ii) this Agreement is otherwise terminated as set out herein.

6.2. Termination. Streamline or Customer may terminate this Agreement, with or without cause, and the Subscription Term at any time, with 30 days written notice; provided that, if such termination is in the middle of a Subscription Term and termination if not for Customer's breach, Streamline will refund all fees paid in advance for the remainder of the Subscription Term. In addition, either party may immediately terminate this Agreement if the other party (a) fails to cure any material breach of this Agreement (including a failure to pay fees) within thirty (30) days after written notice (such notice must contain sufficient detail as to the nature of the breach and state the intent to terminate); (b) ceases operation without a successor; or (c) seeks protection under, or is subject to, any bankruptcy, receivership or comparable proceeding. In the event this Agreement is terminated by Customer for Streamline's uncured breach, Streamline will promptly refund to Customer all fees paid in advance for the remainder of the Subscription Term.

6.3. Effect of Termination. Upon any expiration or termination of this Agreement, (i) Customer shall immediately cease any and all use of and access to the Service and (ii) Customer will return to Streamline (or destroy at the Streamline's request) its Confidential Information (subject to Section 6.4 below). During the thirty (30) days period immediately following



expiration or termination of this Agreement, Streamline will, on request, provide Customer with a copy of its Customer Data (in a format reasonably requested.

6.4. Survival. The following Sections shall survive any expiration or termination of this Agreement: 1.3, 1.4, 5 (with respect to outstanding payment obligations), 6, 7, 8, and 9.

7. WARRANTIES; DISCLAIMER

7.1. Mutual Warranties. Each party represents and warrants that (i) it has all right, power, and authority to execute this Agreement and perform hereunder, (ii) its activities in connection with this Agreement will not violate any laws or regulations, and (iii) its performance will not conflict with an obligations it has to any third party.

7.2. Services Warranties. Streamline warrants, for Customer's benefit only, that the Services will operate in conformity, in all material respects, with the applicable Documentation. Streamline does not warrant that Customer's use of the Service will be uninterrupted or error-free. Streamline's sole liability (and Customer's sole and exclusive remedy) for any breach of this warranty shall be, in Streamline' sole discretion and at no charge to Customer, to use commercially reasonable efforts to provide Customer with an error correction or work-around that corrects the reported non-conformity, or if Streamline determines such remedies to be impracticable, to allow Customer to terminate the Subscription Term and receive as its sole remedy a refund of any fees Customer has pre-paid for use of the Service or as of the date of the warranty claim. The limited warranty set forth in this Section 7.2 shall not apply: (i) unless Customer makes a claim within thirty (30) days of the date on which the condition giving rise to the claim first appeared, (ii) if the error was caused by misuse, unauthorized modifications or third-party hardware, software or services, or (iii) if the Service is provided on a no-charge or evaluation basis. This Section 7.2 will not apply if the Services are provided on a beta, evaluation, or otherwise free basis.

7.3. Disclaimer; Limitation on Liability. EXCEPT AS SET FORTH IN SECTIONS 7.1 and 7.2, THE SERVICE IS PROVIDED "AS IS" AND STREAMLINE DISCLAIMS (ON BEHALF OF ITSELF AND ITS PARTNERS AND PROVIDERS) ALL OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

STREAMLINE SHALL NOT BE LIABLE, UNDER ANY LEGAL OR EQUITABLE THEORY OF LAW, TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT FOR ANY: (I) INDIRECT, SPECIAL, INCIDENTAL, RELIANCE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE, (II) AMOUNTS IN THE AGGREGATE IN EXCESS OF THE FEES PAID BY CUSTOMER TO STREAMLINE DURING THE IMMEDIATELY PRECEDING SIX (6) MONTH PERIOD (OR, IF NO AMOUNTS HAVE BEEN PAID, SUCH AMOUNT SHALL BE US\$1,000.00), OR (III) THE COST OF PROCUREMENT OF SUBSTITUTE TECHNOLOGY OR SERVICES. STREAMLINE'S PARTNERS AND PROVIDERS SHALL HAVE NO LIABILITY IN CONNECTION WITH THIS AGREEMENT

7.4. Accessibility Claims. STREAMLINE'S DISCLAIMER AND LIMITATION OF LIABILITY SHALL NOT APPLY TO (i) CLAIMS MADE BY THIRD PARTIES AGAINST CUSTOMER FOR ALLEGED VIOLATIONS OF WEB ACCESSIBILITY LAWS OR REGULATIONS INSOFAR AS THE CLAIMS ARISE FROM STREAMLINE'S SERVICE'S OR (ii) IT'S INDEMNIFICATION OBLIGATIONS AS SET FORTH IN SECTION 8. STREAMLINE HEREBY WARRANTS THAT ITS SERVICE COMPLIES WITH ALL WEB ACCESSIBILITY LAWS AND REGULATIONS.



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8. INDEMNIFICATION

Streamline shall indemnify and hold harmless Customer from and against any claim (i) that the Service (as provided by Streamline) infringes any patent, copyright, or trademark, (ii) that Streamline or the Services violates any laws or regulations, or (iii) arising from the negligence, willful misconduct, or any criminal or tortious act or omission of Streamline or any of its subcontractors, officers, agents, or employees - provided that Customer provides Streamline with: (i) written notice of such claim within ten (10) days (but in any event notice in sufficient time for Streamline to respond without prejudice); (ii) the right to solely control the investigation, defense, or settlement (if applicable) of such claim; and (iii) all reasonable necessary cooperation of Customer. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent. If Customer's use of the Service is, or in Streamline's opinion is likely to be, enjoined due to the type of infringement specified above, or if required by settlement, Streamline may, in its sole discretion: (a) substitute substantially functionally similar products or services; (b) procure for Customer the right to continue using the Service; or if (a) and (b) are commercially impracticable, (c) terminate the Agreement and Streamline will promptly refund to Customer all fees paid in advance for the remainder of the term. The foregoing indemnification obligation of Streamline shall not apply: (1) if the Service is modified by any party other than Streamline, but solely to the extent the alleged infringement is caused by such modification; (2) if the Service is combined with other services or processes not authorized by Streamline, but solely to the extent the alleged infringement is caused by such combination; (3) to any unauthorized use of the Service; or (4) any action arising as a result of Customer Data or any third-party deliverables or components contained within the Service, except if such actions arise from website accessibility claims.

Subject to the conditions and limitations below, Streamline shall defend, indemnify, and hold harmless Customer and each of its directors, officers, contractors, employees, agents, and consultants, from and against any and all claims (and resulting, to the extent payable to unaffiliated third Parties: losses, liabilities, damages, and expenses, including reasonable legal expenses and attorneys' fees) alleging that the Customer's website for which the Services are provided are not accessible for people with disabilities, including claims for violation of the Americans with Disabilities Act (ADA) and HB 21-1110 Colorado Laws for Persons with Disabilities. The above indemnification for website accessibility claims shall only apply to a particular claim or lawsuit to the extent such outstanding items and tasks on the "Accessibility Dashboard" forming the basis of such claim were completed at the time of the alleged visit to the website by the plaintiff or complaining party. Streamline shall maintain strategic control over the defense of any such claims, including selection of defense legal counsel, strategic decision making regarding how to handle the claims, including whether to defend or settle the claims, and the terms for potential settlement. Notwithstanding the foregoing sentence, Customer shall have the right to participate in any claim subject to indemnification, and Streamline shall not accept any settlement offer without Customer's consent.

9. CONFIDENTIAL INFORMATION

Each party agrees that all business and technical information it obtains ("Receiving Party") from the disclosing party ("Disclosing Party") constitute the confidential property of the Disclosing Party ("Confidential Information"), provided that it is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be Confidential Information due to the nature of the information disclosed and the circumstances surrounding the disclosure. Except as expressly authorized herein, the Receiving Party will, using reasonable measures, hold in confidence and not use or disclose any Confidential Information. In addition, all Confidential Information from Streamline's partners or providers will, as between Streamline and Customer,



be Streamline's Confidential Information. The Receiving Party's nondisclosure obligation shall not apply to information which the Receiving Party can document: (i) was rightfully in its possession or known to it prior to receipt of the Confidential Information; or (ii) is or has become public knowledge through no fault of the Receiving Party. If required to be disclosed by law, the Receiving Party will immediately notify the Disclosing Party and use its best efforts to limit the disclosure. The Receiving Party acknowledges that disclosure of Confidential Information would cause substantial harm for which damages alone would not be a sufficient remedy, and therefore that upon any such disclosure by the Receiving Party the Disclosing Party shall be entitled to appropriate equitable relief (without the posting of a bond or similar instrument) in addition to whatever other remedies it might have at law. The Parties understand that all material provided or produced under this Agreement may be subject to the Colorado Open Records Act, §§ 24-72-202, *et seq.*, C.R.S.

10. LOGO USE

Customer agrees that Streamline may use Customer's name and logo on Streamline's website and in Streamline promotional materials as part of a general list of customers. Any other marketing or promotional use is subject to Customer's written approval (email is sufficient).

11. GENERAL TERMS

11.1. Assignment. Customer will not assign or transfer this Agreement without Streamline's written consent, except that it may assign this Agreement in connection with a merger, reorganization, acquisition or other transfer of all or substantially all of its assets (provided that the successor is not a competitor of Streamline). Streamline, upon thirty (30) days written notice to Customer may freely assign this Agreement. Any attempt to transfer or assign this Agreement except as expressly authorized under this Section 11.1 will be null and void.

11.2. Force Majeure. Streamline will not be liable for any delay or failure to perform any obligation under this Agreement (except for a failure to pay fees) if the delay or failure is due to events which are beyond the reasonable control of Streamline, such as a strike, blockade, war, act of terrorism, pandemic, riot, natural disaster, failure or diminishment of telecommunications, or refusal of a license by a government agency.

11.3. Governing Law; Jurisdiction. This Agreement shall be governed by the laws of the State of Colorado and the United States without regard to conflicts of law provisions thereof, and without regard to the United Nations Convention on the International Sale of Goods. Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court), any dispute arising under this Agreement shall be finally settled in accordance with the Rules of the Judicial Arbitration and Mediation Service ("JAMS") in accordance with such Rules. To the extent the JAMS streamlined rules are available – they shall apply. The arbitration shall take place in the state and county in which Customer is located, in the English language and the arbitrated (as determined by an arbitrator), the jurisdiction and venue for actions related to the subject matter hereof shall be the District Court in the state and county in which Customer is located and both Parties hereby submit to the personal jurisdiction of such courts.

11.4. Third-Party Beneficiaries. To the extent Streamline provides Customer with any products provided (in whole or part) by Streamline's own partners or providers, the terms of this Agreement will apply to such offering (unless Customer has a separate agreement with the partner/provider as contemplated by Section 1.4 above). Such partners and providers of Streamline are third-party beneficiaries to this Agreement (as necessary to protect their intellectual property, confidential information, or liability). Except as described herein, nothing in this Agreement, express or implied, is intended to or shall confer upon any other person or



entity any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

11.5. Notice. All notices, statements, demands, requirements, approvals or other communications and documents ("Communications") required or permitted to be given, served, or delivered by or to a party or any intended recipient under this Agreement shall be in writing and shall be given to the applicable address set forth below ("Notice Address"). Communications to a party shall be deemed to have been duly given (i) on the date and at the time of delivery if delivered personally to the party to whom notice is given at such party's Notice Address; or (ii) on the date and at the time of delivery or attempted to be delivered by an overnight courier service to the party to whom notice is given at such Party's Notice Address; or (iii) on the return receipt if mailed to the party to whom notice is to be given by first-class mail, sent by registered or certified mail, return receipt requested, postage prepaid and properly addressed to such party at such party's Notice Address; or (iv) on the date and at the time shown on the facsimile or electronic mail message if telecopied or sent electronically to the number or address designated in such party's Notice Address and receipt of such telecopy or electronic mail message is electronically confirmed. The Notice Addresses for each party is as follows:

If to Streamline:	Streamline Software, Inc., 3301 C Street Suite 1000 Sacramento, CA 95816.
With a copy to:	legal@getstreamline.com

If to Customer:

[District Name] [Mailing Address] Attn: Email:

With copies to:

[Mailing Address] Attn: Email:

STREAMLINE

11.6. Insurance. Streamline shall acquire and maintain, at its sole cost and expense, during the entire term of the Agreement, the following insurance coverage: (i) Standard worker's compensation and employer's liability insurance covering all employees of Streamline involved with the performance of the Services, with policy amounts and coverage in compliance with law; (ii) Commercial General Liability Insurance with minimum limits of liability of not less than \$2,000,000 per occurrence for bodily injury and property damage liability; \$2,000,000 general aggregate (iii) Comprehensive Automobile Liability Insurance covering all owned, non-owned, and hired automobiles used in connection with the performance of the services, with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage, and (iv) any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that Customer may carry, and any insurance maintained by Customer shall be considered excess. The Commercial General Liability and Comprehensive Automobile Liability Insurance policies will be endorsed to name Customer as an additional insured. Streamline's failure to purchase the required insurance shall not serve to release it from any obligations; nor shall the purchase of the required insurance serve to limit Streamline's liability. Streamline shall be responsible for the payment of any deductibles on issued policies.

11.7. Subject to Annual Appropriation and Budget. Customer does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The obligations of Customer under this Agreement is subject to annual budgeting and appropriations, and Streamline expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of Customer's governing body, and the obligations of Customer shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. Customer and Streamline understand and intend that Customer's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements. To the extent Streamline's remedies for a Customer default under this Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited solely to sums lawfully appropriated for such purpose and shall further be limited to amounts to become due during the Customer's then-current fiscal period.

11.8. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to Customer, its respective officials, employees, contractors, or agents, or any other person acting on behalf of Customer and, in particular, governmental immunity afforded or available to Customer pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.

12. ENTIRE AGREEMENT

This Agreement is the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements and communications relating to the subject matter of this Agreement. It may only be amended or waived in a writing

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executed by both Parties. If any provision of this Agreement shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited to the minimum extent necessary so that this Agreement shall otherwise remain in effect. This Agreement may be executed electronically and in counterparts (such as via PandaDoc).



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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the _____ day of _____, 2024. By the signature of its representative above, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.



To:Centerra Metropolitan District Board of DirectorsFrom:Pinnacle Consulting Group, Inc.Subject:District Capital Infrastructure Project ReportBoard Meeting Date:May 16, 2024

CONSTRUCTION

- 1. Myers Subdivision Landscaping and Sidewalk (CFS #4)
 - The scope includes landscaping, irrigation, and concrete sidewalks adjacent to Precision Drive.
 - A construction contract with Northstar Concrete has been finalized and construction is anticipated to start in the summer of 2024.
 - A construction contract with Waterwise Land and Waterscapes has been finalized and construction is anticipated to start in the fall of 2024
- 2. Centerra Parkway Traffic Signals (CFS #5)
 - This project consists of traffic signals at the intersection of Centerra Parkway and Elk River Drive.
 - The home builder closing on Millennium East 13th has taken place and the District is working on finalizing the construction contract with Sturgeon Electric.
- 3. Millennium East 13th Public Infrastructure (CFS #6)
 - This project consists of public infrastructure to support the residential lots that make up Millennium East 13th Subdivision.
 - The home builder closing has taken place and the District has finalized the construction contract with Gerrard Excavating and is working on setting up a pre-construction meeting with the City of Loveland.
- 4. Kendall Parkway, Rocky Mtn. to Centerra Pkwy (CFS #7)
 - The scope includes the roadway improvements to Kinston Parkway from Centerra Parkway to the Mobility Hub on the west side of the I-25 underpass.
 - Coulson Excavating has started erosion control installation and anticipates final completion by the end of July.
- 5. Regional Detention Pond Public Infrastructure (CFS #8)
 - This project consists of the regional pond grading and storm sewer improvements to support future development.
 - Gerrard Excavating has completed most of the grading and is starting work on the storm structures. The project is anticipated to be completed by the end of August 2024.
- 6. Kendall Parkway Underpass/Bus Stop Enhancements (CFS #10)
 - The scope includes enhancements to the pedestrian tunnel and the mobility hub at Kendall Parkway and I-25.
 - J-2 Contracting and Civitas have finalized the submittals for the wall panels and lighting packages with completion of the project anticipated in August of 2024.

Loveland 550 W. Eisenhower Blvd Loveland, CO 80537 (970) 669.3611 Denver 6950 E. Belleview Ave, Suite 200 Greenwood Village, CO 80111 (303) 333.4380



WARRANTY

- 7. Precision on the Tracks (CFS #11)
 - The District warranty for concrete sidewalks expires on October 11, 2025. A final acceptance walkthrough will be coordinated in September of 2025.
 - Landscaping warranty expires on December 4, 2024. A final acceptance walk through will be coordinated in August of 2024.
- 8. Myers Group 5th Subdivision Landscaping (CFS #12)
 - Landscaping warranty expires on October 18, 2024. A final acceptance walk through will be coordinated in August of 2024.
- 9. Parcel 504 Phase 2 Public Infrastructure (CFS #13)
 - City streets/storm/water warranty period expires in June 1, 2025. Final acceptance will be requested in May of 2025.
- 10. Parcel 504 Phase 2 Public Landscaping (CFS #13)
 - Landscaping warranty expires on August 1, 2024. A final acceptance walk through will be coordinated in July of 2024.
- 11. Boyd Lake Avenue South Landscaping (CFS #14)
 - A final acceptance walkthrough with Landtech, EDI, and Pinnacle took place on August 28, 2023. Landtech has completed the correction of punch list items and the District is confirming that they replacements are acceptable.
- 12. Parcel 301 Public Infrastructure (CFS #15)
 - City streets/storm warranty period expires on January 7, 2024. Final acceptance was requested in January of 2024.
 - City water/sewer warranty period expires on July 29, 2024. Final acceptance will be requested in June of 2024.
- 13. Savanna 2nd/Kendall Parkway Phase 2 (Mainstreet to Rocky Mountain Ave) Public Improvements (CFS #19)
 - A final acceptance walk with the City of Loveland for streets/storm has taken place and punch list item have been identified. The contractor is coordinating repairs of the punch list items and will request acceptance upon completion.
- 14. Northwest Arterial Roadways Ph 2 Public Infrastructure (CFS #20)
 - City streets/storm warranty period expired on September 15, 2022. A final acceptance walk took place on November 16, 2022, and punch list items were identified. The contractor is coordinating repairs of the punch list items and will request acceptance upon completion.



TO:	Centerra Metropolitan District Board of Directors
FROM:	Irene Buenavista, Assistant Director of Finance and Accounting Jennifer Ondracek, Accounting Manager Pinnacle Consulting Group, Inc.
SUBJ:	Financial Memo
DATE:	5/9/2024

URA Revenue:

Collection Month (Net URA Revenue)	2023	2023 % Collected YTD	2024	2024 % Collected YTD	% Variance
January	275,726	2%	38,939.25	.2%	-2%
February	4,851,577	27%	4,938,728.48	25%	-2%
March	1,436,922	8%	955,523	5%	-3%
April	8,246,286	46%	8,568,541	44%	-2%
Totals	\$14,810,511	83%	\$14,501,732	75%	-8%
Budgeted Revenue	17,930,579		19,414,744		

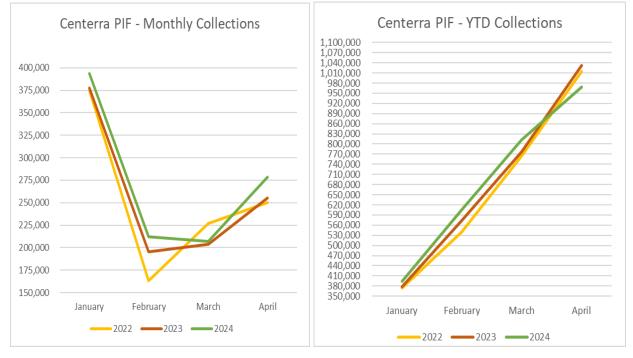
URA taxes are typically collected in February, April and June each year with the collection of property taxes. School Increment and LURA and County administration fees are withheld from District URA collections. For 2024, 10.96% of net collections will be available for General Fund use and the remainder will be held in the Debt Service Fund to be used for payment of bond principal and interest and related fees.



PIF Revenue:

Collection Month	2023	2024	Variance Incr/(Decr)	% Variance
January	377,878	393,741	15,864	4%
February	195,631	211,936	16,304	10%
March	203,712	207,341	3,630	2%
April	255,146	278,689	23,543	9%
Totals	1,032,367	1,091,708	59,341	6%

• The District is authorized to use PIF revenues for debt service payments if necessary. Any unused collections are released to the Centerra Public Improvement Collection Corporation in September and December.



Financial Highlights

• Operating expenses in April are within budget.

Offices Located in Loveland and Denver Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537 (970)669-3611 (303)333-4380 www.PCGI.com Serving our clients and community through excellent dependable service.



Finance and Accounting Projects

- Audits will be performed for Districts 1 and 2. Fieldwork has started. Draft audit reports will be distributed to the Board by the 6/30 statutory deadline. Final audits must be filed with the Office of the State Auditor by 7/31.
- PIC financials are being drafted for the audit and financials will be presented to the PIC Board at the June PIC meeting.
- The PIF review will be done with the audits.

After recording, please return to:

Brendan Soane Polsinelli PC 1401 Lawrence Street, Suite 2300 Denver, Colorado 80202

NO DOCUMENTARY FEE REQUIRED

Quit Claim Deed

On this _____ day of ______, 2024, **CENTERRA GROUND LEASES, LLC**, a Colorado limited liability company ("<u>Grantor</u>"), for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quitclaims to **CENTERRA METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado ("<u>Grantee</u>"), whose address is 550 W. Eisenhower Blvd., Loveland, CO 80537, the following real property depicted on the attached <u>Exhibit A</u> in the County of Larimer, State of Colorado, to wit:

Outlot A

Rocky Mountain Village Twelfth Subdivision City of Loveland, County of Larimer, State of Colorado, recorded on September 20, 2004, at Reception No. 2004-0092438 with the Clerk and Recorder, Larimer County, Colorado.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantees' heirs, successors, and assigns forever.

[End of text - signature page to follow]

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IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth below to be effective as of the Effective Date above.

CENTERRA GROUND LEASES, LLC,

a Colorado limited liability company

By: McWhinney Real Estate Services, Inc., a Colorado corporation, Manager

By: _____

Bethany Johnson EVP, General Counsel

STATE OF COLORADO

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of ______, 2024, by Bethany Johnson, EVP, General Counsel of McWhinney Real Estate Services, Inc., a Colorado corporation, Manager of CENTERRA GROUND LEASES, LLC, a Colorado limited liability company.

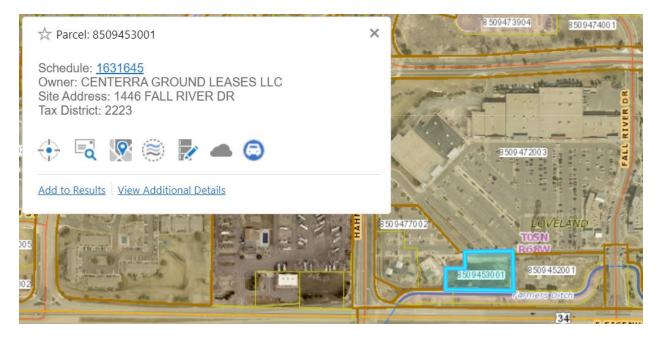
Witness my hand and official seal.

My Commission Expires: _____

)) ss.

Notary Public

EXHIBIT A PROPERTY DEPICTION



RESOLUTION OF THE BOARD OF DIRECTORS OF CENTERRA METROPOLITAN DISTRICT NO. 1

A RESOLUTION ACCEPTING THE CONVEYANCE OF REAL PROPERTY FROM CENTERRA GROUND LEASES, LLC

WHEREAS, Centerra Metropolitan District No. 1 (the "District") was organized pursuant to Section 32-1-1001 *et seq.*, C.R.S. of the Special District Act; and

WHEREAS, pursuant to Section 32-1-1001(l)(f), C.R.S, the Board of Directors (the "<u>Board</u>") for the District has the power for, and on behalf of, the District to acquire real property; and

WHEREAS, pursuant to the plat for Rocky Mountain Village Twelfth Subdivision, City of Loveland, County of Larimer, State of Colorado, recorded with Larimer County Clerk and Recorder on September 20, 2004 at Reception No. 20040092438, Outlot A, as depicted therein ("<u>Outlot A</u>"), is to be operated and maintained as a stormwater detention pond, and is currently owned by Centerra Gound Leases, LLC, a limited liability company ("<u>CGL</u>"); and

WHEREAS, CGL desires to convey Outlot A to the District, via Quit Claim Deed as attached hereto as **Exhibit A** (the "<u>Quit Claim Deed</u>"), for ownership, operation and maintenance of the stormwater detention pond; and

WHEREAS, the District desires to adopt this resolution to memorialize the District's acceptance of Outlot A.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS FOR CENTERRA METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

- 1. The Board hereby accepts Outlot A from CGL via Quit Claim Deed, for ownership, operation and maintenance by the District. This acceptance by the District shall be effective upon the recording of the Quit Claim Deed.
- 2. The provisions of this Resolution shall take effect as of the date of adoption.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 16th DAY OF MAY, 2024.

CENTERRA METROPOLITAN DISTRICT NO. 1

By:	Kim L. Perry
Its:	President

Signature page to Resolution Accepting the Conveyance of Real Property from Centerra Ground Leases, LLC

EXHIBIT A

QUIT CLAIM DEED FOR OUTLOT A, ROCKY MOUNTAIN VILLAGE TWELFTH SUBDIVISION, CITY OF LOVELAND, COUNTY OF LARIMER, STATE OF COLORADO

After recording, please return to:

Brendan Soane Polsinelli PC 1401 Lawrence Street, Suite 2300 Denver, Colorado 80202

NO DOCUMENTARY FEE REQUIRED

Quit Claim Deed

On this _____ day of ______, 2024, **CENTERRA GROUND LEASES, LLC**, a Colorado limited liability company ("<u>Grantor</u>"), for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and quitclaims to **CENTERRA METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado ("<u>Grantee</u>"), whose address is 550 W. Eisenhower Blvd., Loveland, CO 80537, the following real property depicted on the attached <u>Exhibit A</u> in the County of Larimer, State of Colorado, to wit:

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TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of Grantor, either in law or equity, to the only proper use, benefit and behoof of Grantee and Grantees' heirs, successors, and assigns forever.

[End of text - signature page to follow]

75

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth below to be effective as of the Effective Date above.

CENTERRA GROUND LEASES, LLC,

a Colorado limited liability company

By: McWhinney Real Estate Services, Inc., a Colorado corporation, Manager

By: _____

Bethany Johnson EVP, General Counsel

STATE OF COLORADO

CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this _____ day of ______, 2024, by Bethany Johnson, EVP, General Counsel of McWhinney Real Estate Services, Inc., a Colorado corporation, Manager of CENTERRA GROUND LEASES, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My Commission Expires: _____

)) ss.

Notary Public

EXHIBIT A PROPERTY DEPICTION

