CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

8390 E. CRESCENT PKWY., STE. 300 **GREENWOOD VILLAGE, CO 80111** Phone: 303-779-5710 Fax: 303-779-0348

www.cpvmd.org

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, June 4, 2024

TIME: 9:00 a.m. **LOCATION:** Davita

> 2000 16th Street Denver, CO 80202

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

To attend via MS Teams videoconference, use the link below:

ACCESS:

https://teams.microsoft.com/l/meetup-

join/19%3ameeting_YzMzMmJmZjUtYzI4My00Yjc2LTlkMTItNGU2YmNhMzIyOT U1%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%22d42bab28-fbd8-4e65-a395-

965cf9ef152f%22%7d

2. To attend via telephone, dial: 1-720-547-5281 and enter the following additional information: Conference ID: 436 189 787#

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

I. **ADMINISTRATIVE MATTERS**

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

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

II. CONSENT AGENDA

- A. Review and consider approval of the Minutes of the May 7, 2024 Regular Meeting (enclosure).
- B. Review and consider acceptance of April 30, 2024 Unaudited Financial Statements and Cash Position Report (enclosure).
- C. Approval of June 2024 Checks Totaling \$51,708.28 (enclosure).

III. PROJECT UPDATES

- A. WSP Updates (enclosure).
 - 1. Ramp Feasibility Update.
- B. Elevator Updates.
 - 1. Elevator Technicians Preventative Maintenance Approval for Union Gateway Project (enclosure).
- IV. MANAGER ITEMS
- V. FINANCIAL ITEMS
- VI. DIRECTOR ITEMS
- VII. ATTORNEY ITEMS
- IX. OTHER BUSINESS
- X. ADJOURNMENT

The next regular meeting is scheduled for July 2, 2024 at 9:00 a.m. at DaVita Inc. (2000 16th Street, Denver, CO 80202) and via MS Teams.

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT (THE "DISTRICT") HELD MAY 7, 2024

A regular meeting of the Board of Directors of the Central Platte Valley Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, May 7, 2024, at 9:00 a.m. at Davita, 2000 16th Street, Denver, CO 80202 and MS Teams videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Derrick Walker, Treasurer Michael Geiger, Secretary Jordan Kind, Assistant Secretary

Jason Dorfman, President and Amy Cara, Assistant Secretary were absent and excused.

Also, In Attendance Were:

Anna Jones, Shauna D'Amato, Rachel Alles, and Jenna Trujillo; CliftonLarsonAllen LLP Dianne Miller, Esq.,; Miller & Associates Law Offices, P.C. Downtown Denver Partnership (DDP); Savina Valencia Chavez

ADMINISTRATIVE MATTERS

<u>Call to Order and Agenda:</u> The meeting was called to order at 9:04 a.m. Upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board approved the agenda, as presented and excused the absence of Directors Dorfman and Cara.

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

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

RECORD OF PROCEEDINGS

Public comment: There was no public comment.

CONSENT AGENDA I

Minutes of the April 2, 2024 Special Meeting:

March 31, 2024 Unaudited Financial Statements and Cash Position Report:

Interim Claims Totaling \$67,676.87:

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

PROJECT UPDATES

WSP Updates: Ms. Jones noted that a few minor maintenance items were flagged on the Union Gateway Bridge inspection.

1. <u>Ramp Feasibility:</u> Ms. Jones provide the Board an update noting that WSP is working on this and will be bringing back the cost information at the June meeting. Ms. Trujillo will also produce return on investment analysis once the cost information is provided.

Ms. D'Amato provided an update on the software meetings with WSP, and discussion ensued.

MANAGER ITEMS None.

FINANCIAL ITEMS None.

<u>DIRECTOR ITEMS</u> None.

<u>ATTORNEY ITEMS</u> None.

OTHER BUSINESS

Director Kind informed the Board that she will not be able to attend the June meeting. The Board directed CLA to request entire Board's availability before potentially moving to the following Tuesday.

ADJOURNMENT

There being no further business to come before the Board at this time, upon a motion duly made by Director Walker, seconded by Director Kind and, upon vote, unanimously carried, the Board adjourned the meeting at 10:52 a.m.

Respectfully submitted,

Secretary for the Meeting Page 2

CENTRAL PLATTE VALLEY METRO DISTRICT FINANCIAL STATEMENTS APRIL 30, 2024

Central Platte Valley Metro District Balance Sheet - Governmental Funds April 30, 2024

		General		Debt Service		Capital Projects		Total
Assets								
Checking Account	\$	20,172.27	\$	-	\$	-	\$	20,172.27
CSAFE		4,906,404.56		7,310.97		1,603,341.73		6,517,057.26
Colotrust		25,660.90		-		-		25,660.90
Colotrust - Plus		-		-		1,514,009.92		1,514,009.92
2022A Loan Revenue Fund		-		4,545,774.11		-		4,545,774.11
2022B Loan Revenue Fund		-		371,848.52		-		371,848.52
Receivable from County Treasurer		447,056.64		739,462.00		-		1,186,518.64
Total Assets	\$	5,399,294.37	\$	5,664,395.60	\$	3,117,351.65	\$	14,181,041.62
Liabilities								
Accounts Payable	\$	64,179.75	\$	-	\$	46,545.15	\$	110,724.90
Due to Other Districts		151,000.00		-		-		151,000.00
Total Liabilities	_	215,179.75		-		46,545.15		261,724.90
Fund Balances		5,184,114.62		5,664,395.60		3,070,806.50		13,919,316.72
Liabilities and Fund Balances	\$	5,399,294.37	\$	5,664,395.60	\$	3,117,351.65	\$	14,181,041.62

Central Platte Valley Metro District General Fund Statement of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual For the Period Ending April 30, 2024

		Annual Budget	 Actual	Variance	
Revenues					
Property taxes	\$	945,591.00	\$ 516,289.79	\$	429,301.21
Specific ownership taxes	•	395,790.00	131,287.52		264,502.48
Interest income		103,000.00	79,901.30		23,098.70
TIF Revenue		2,448,903.00	1,462,709.57		986,193.43
Total Revenue		3,893,284.00	2,190,188.18		1,703,095.82
Expenditures					
Accounting		90,000.00	22,893.53		67,106.47
Auditing		7,200.00	-		7,200.00
County Treasurer's Fee		9,460.00	5,163.94		4,296.06
Directors' fees		6,000.00	1,400.00		4,600.00
Dues and membership		4,500.00	601.50		3,898.50
Insurance		100,000.00	57,933.91		42,066.09
District management		125,000.00	46,466.77		78,533.23
Legal		60,500.00	21,459.50		39,040.50
Miscellaneous		1,000.00	155.00		845.00
Payroll taxes		459.00	-		459.00
Contingency		15,881.00	-		15,881.00
Intergovernmental Expenditures		2,850,000.00	590,963.07		2,259,036.93
Total Expenditures		3,270,000.00	747,037.22		2,522,962.78
Other Financing Sources (Uses)					
Transfers to other fund		(2,300,000.00)	-		(2,300,000.00)
Total Other Financing Sources (Uses)		(2,300,000.00)	-		(2,300,000.00)
Net Change in Fund Balances		(1,676,716.00)	1,443,150.96		(3,119,866.96)
Fund Balance - Beginning		3,482,524.00	3,740,963.66		(258,439.66)
Fund Balance - Ending	\$	1,805,808.00	\$ 5,184,114.62	\$	(3,378,306.62)

SUPPLEMENTARY INFORMATION

Central Platte Valley Metro District Debt Service Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual For the Period Ending April 30, 2024

	 Annual Budget	t Actual			Variance
Revenues					
Property taxes	\$ 1,800,393.00	\$	1,116,154.73	\$	684,238.27
Interest income	130,000.00		12,649.99		117,350.01
TIF Revenue	2,721,004.00		1,625,233.25		1,095,770.75
Total Revenue	4,651,397.00		2,754,037.97		1,897,359.03
Expenditures					
County Treasurer's Fee	18,000.00		11,162.94		6,837.06
Miscellaneous	5,000.00		20.00		4,980.00
Loan Interest - 2022A	1,392,566.00		-		1,392,566.00
Loan Interest - 2022B	628,310.00		-		628,310.00
Loan Principal - 2022A	1,625,000.00		-		1,625,000.00
Loan Principal - 2022B	500,000.00		-		500,000.00
Contingency	4,124.00		-		4,124.00
Total Expenditures	4,173,000.00		11,182.94	_	4,161,817.06
Net Change in Fund Balances	478,397.00		2,742,855.03		(2,264,458.03)
Fund Balance - Beginning	3,129,786.00		2,921,540.57		208,245.43
Fund Balance - Ending	\$ 3,608,183.00	\$	5,664,395.60	\$	(2,056,212.60)

Central Platte Valley Metro District Capital Projects Fund Schedule of Revenues, Expenditures and Changes in Fund Balances - Budget and Actual For the Period Ending April 30, 2024

	 nnual Budget	<u>Actual</u>			Variance
Revenues Interest income	\$ 68,500.00	\$	57,312.84	\$	11,187.16
Reimbursed expenditures	-		39,963.07		(39,963.07)
Total Revenue	 68,500.00		97,275.91	_	(28,775.91)
Expenditures					
Engineering	200,000.00		7,017.75		192,982.25
Union Gateway - Elevator	37,500.00		132,675.15		(95,175.15)
Millennium Bridge - Elevator Rehabilitation	37,500.00		-		37,500.00
17th Street Garden Fencing	1,300,000.00		-		1,300,000.00
Millennium Bridge - Painting & Recoating	2,200,000.00		-		2,200,000.00
Union Bridge - Painting and Recoating	500,000.00		-		500,000.00
Security Upgrades	20,000.00		-		20,000.00
Tree Grates	20,000.00		-		20,000.00
Street Furnishing	25,000.00		-		25,000.00
Contingency	67,000.00		-		67,000.00
Intergovernmental Expenditures	 350,000.00		-		350,000.00
Total Expenditures	4,757,000.00		139,692.90		4,617,307.10
Other Financing Sources (Uses)					
Transfers from other funds	2,300,000.00		-		2,300,000.00
Total Other Financing Sources (Uses)	 2,300,000.00		-		2,300,000.00
Net Change in Fund Balances	(2,388,500.00)		(42,416.99)		(2,346,083.01)
Fund Balance - Beginning	 2,828,932.00		3,113,223.49		(284,291.49)
Fund Balance - Ending	\$ 440,432.00	\$	3,070,806.50	\$	(2,630,374.50)

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

Schedule of Cash Deposits & Investments April 30, 2024 Updated as of May 28, 2024

		General Fund	Debt Service Fund	Capital Projects Fund	Total
OPERATING CASH					
US Bank - Checking Account Balance as of 4/30/24	\$	20.172.27	\$ -	\$ -	\$ 20,172.27
Subsequent activities:	ψ	20,172.27	Ψ -	ψ -	Φ 20,172.27
05/08/24 Transfer from CSAFE		21,454.85	-	46,545.15	68,000.00
05/08/24 Bill.com Payables		(21,131.72)	-	(46,545.15)	(67,676.87)
Anticipated transfer from CSAFE		41,939.75	-	10,060.25	52,000.00
Anticipated vouchers payable		(41,648.03)	-	(10,060.25)	(51,708.28)
	Anticipated Balance	20,787.12		-	20,787.12
INVESTMENTS					
Colotrust Plus					
Balance as of 4/30/24		-	-	1,514,009.92	1,514,009.92
Subsequent activities: none	Anticipated Balance			1,514,009.92	1,514,009.92
	Аписіраней Ванапсе			1,314,009.92	1,314,009.92
Colotrust Prime Balance as of 4/30/24		25,660.90	_		25,660.90
Subsequent activities: none		23,000.70			23,000.70
	Anticipated Balance	25,660.90			25,660.90
CSAFE					
Balance as of 4/30/24		4,906,404.56	7,310.97	1,603,341.73	6,517,057.26
Subsequent activities: 05/08/24 Transfer to Checking		(21,454.85)		(46,545.15)	(68,000.00)
05/08/24 Transfer to CPVCMD		(95,036.93)	-	(10,5 15115)	(95,036.93)
05/15/24 Property Tax Receipt		447,056.64	739,462.00	-	1,186,518.64
Anticipated transfer to Checking		(41,939.75)	-	(10,060.25)	(52,000.00)
Anticipated transfer to CPVCMD		(100,000.00)	-	-	(100,000.00)
	Anticipated Balance	5,095,029.67	746,772.97	1,546,736.33	7,388,538.97
	Anticipated Balances \$	5,141,477.69	\$ 746,772.97	\$ 3,060,746.25	\$ 8,948,996.91
FUNDS HELD BY MIDWEST ONE BANK:		2022A	2022B	Total	
		AUARIX.	20220	1000	
2022 Loan Revenue Fund Balance as of 4/30/24	\$	4,545,774.11	\$ 371,848.52	\$ 4,917,622.63	
Anticipated 6/1 DS Payment	\$	(696,283.00)	\$ 3/1,848.52 (314,155.00)	\$ 4,917,622.63 (1,010,438.00)	
Inacipated of Lot ayaria	Anticipated Balance \$	3,849,491.11	\$ 57,693.52	\$ 3,907,184.63	
	Amicipatea Batance 3	3,077,771.11	Ψ 31,093.32	φ 5,707,104.03	

CSAFE - Yield 5.37% Colotrust Plus- Yield 5.4281% Colotrust Prime - Yield 5.2409%

MidWest One Bank - Public Fund MM-#7937 Yield 0.50% MidWest One Bank - Public Fund MM-#7951 Yield 0.35%

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

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT

Property Tax Reconciliation Schedule 2024

January
February
March
April
May
June
July
August
September
October
November
December

GENERAL FUND

DEBT SERVICE

						•					Prior Year	
Property	Net Delinquent Taxes, Rebates	Specific Ownership		Treasurer's	TIF Taxes	Prop tax (due to) paid to County for	Net Amount	% of Total Taxes R		Total Cash	% of Total Pr Taxes Rec	
Taxes	and Abatements	Taxes	Interest	Fees		pymt of rebates	Received	Monthly	Y-T-D	Received	Monthly	Y-T-D
						-						_
	\$ 287.20		\$ -	\$ (2.87)		\$ -	\$ 34,588.70		0.01%		0.52%	0.
1,132,589.54	-	33,656.94	-	(11,325.87)	2,032,307.91	-	3,187,228.52	41.25%	41.26%	3,445,172.91	43.98%	44.
80,413.69	1,269.49	26,768.45	140.98	(818.27)	319,480.06	-	427,254.40	2.97%	44.23%	877,711.46	4.05%	48.
416,666.68	1,217.92	38,177.80	101.30	(4,179.87)	734,534.81	-	1,186,518.64	15.22%	59.45%	511,036.66	8.50%	57.
-	-	-	-	-	-	-	-	0.00%	59.45%	334,967.73	3.75%	60.
-	-	-	-	-	-	-	-	0.00%	59.45%	3,038,726.35	36.54%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	37,249.20	0.05%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	43,107.40	0.06%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	37,950.11	0.00%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	53,995.21	0.11%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	33,219.03	0.06%	97.
-	-	-	-	-	-	-	-	0.00%	59.45%	32,936.32	0.00%	97.
1,629,669.91	\$ 2,774.61	\$ 131,287.52	\$ 242.28	\$ (16,326.88)	\$ 3,087,942.82	\$ -	\$ 4,835,590.26	59.45%	59.45%	\$ 8,473,645.60	97.61%	97.

Net Property Taxes

		Taxes		F	Property Tax	% Collected to
Property Tax		Levied	% of Levied		Collected	Amt. Levied
GENERAL FUND	\$	945,591	47.37%	\$	516,289.79	54.60%
DEBT SERVICE	\$	1,050,656	52.63%		573,654.96	54.60%
DEBT SERVICE (debt only)	\$	749,737	100.00%		542,499.77	72.36%
	\$	2,745,984	=	\$	1,632,444.52	59.45%
Specific Ownership Tax						
GENERAL FUND	\$	2,448,903	100.00%	\$	131,287.52	5.36%
	\$	2,448,903	100.00%	\$	131,287.52	5.36%
Treasurer's Fees	-					
GENERAL FUND	\$	9,460	47.37%	\$	5,163.93	54.59%
DEBT SERVICE	\$	10,505	52.63%		5,737.70	54.62%
DEBT SERVICE (debt only)	\$	7,495	100.00%		5,425.25	72.38%
	\$	27,460	=	\$	16,326.88	59.46%
					TIF Tax	% Collected to
TIF Tay	Tav	netanhuR ser	% of Budgeted		Collected	Amt Budgeted

2,448,903

2,721,004

5,169,907

47.37% \$ 1,462,709.57

52.63% 1,625,233.25

100.00% \$ 3,087,942.82

GENERAL FUND	Ψ	310,209.79
DEBT SERVICE		1,116,154.73
	\$	1,632,444.52
<u>2024</u>		
AV - Operating District	\$	105,065,618
TIF Increment		274,848,872
	\$	379,914,490
•		
Operations Mill Levy		9.000
DS Mill Levy		10.000
		19.000
AV - Excluded Area	\$	107,105,280
DS Mill Levy		7.000
·		
4		

GENERAL FUND \$ 516,289.79

 Tax rebates due to Denver County

 As of 1/1/2024 \$

 Amounts paid in 2024

 Total due as of 1/31/24 \$

59.73%

59.73%

59.73%

CENTRAL PLATTE VALLEY METROPOLITAN DISTRICT SCHEDULE OF FIXED ASSETS April 30, 2024

By Classification	Balance at December 31, 2023		Additions		sfers and rements	Balance at April 30, 2024		
Capital assets not being depreciated								
Landscape improvements	\$	155,181	\$	-	\$ -	\$	155,181	
Construction in process		62,940		-	-		62,940	
Total capital assets,								
not being depreciated		218,121		-	 -		218,121	
Capital assets being depreciated								
Millennium Bridge		12,478,621		7,018	-		12,485,639	
Union Gateway Bridge		5,083,354		132,675	-		5,216,029	
Security cameras		76,644		-	-		76,644	
Fountain/plaza		300,000		-	-		300,000	
Pedestrian lights		474,586		-	-		474,586	
Transformer housing		16,000		-	-		16,000	
Irrigation system		105,061		-	-		105,061	
Granite/crescent walls		1,835,440		-	-		1,835,440	
17th Street Garden lighting		39,447		-	-		39,447	
Sidewalks/back of curb landscaping		1,001,323		-	-		1,001,323	
Back-of-curb infrastructure/fixtures		185,386		-	-		185,386	
Elevators		109,083		-	-		109,083	
Total capital assets being depreciated		21,704,945		139,693	 -		21,844,638	
Total capital assets	\$	21,923,066	\$	139,693	\$ 	\$	22,062,759	

Services Provided

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

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

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

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

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

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

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

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

Services Provided – (continued)

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

Revenues

Property Taxes

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

For property tax collection year 2024, SB22-238 and SB23B-001 set the assessment rates and actual value reductions as follows:

Category	Rate	Category	Rate	Actual Value Reduction	Amount
Single-Family				Single-Family	\$55,000
Residential	6.70%	Agricultural Land	26.40%	Residential	
Multi-Family		Renewable		Multi-Family	\$55,000
Residential	6.70%	Energy Land	26.40%	Residential	
Commercial	27.90%	Vacant Land	27.90%	Commercial	\$30,000
Industrial	27.90%	Personal Property	27.90%	Industrial	\$30,000
Lodging	27.90%	State Assessed	27.90%	Lodging	\$30,000
		Oil & Gas			
		Production	87.50%		

The calculation of the taxes levied is displayed on page 3 of the budget at the adopted mill levy of 19.000 mills for the Operating District and 7.000 mills for the excluded property.

Specific Ownership Taxes

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

Revenues – (continued)

TIF Taxes

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

Tax Increment Financing allows the DDA to collect property taxes on the assessed value of real property within the District that is greater than a base amount established for the District, which base amount is the assessed value as of the date of the formation of the DDA in 2009. The District and the DDA have entered into an intergovernmental agreement whereby the DDA will not retain any of the District's TIF increment collected from the increase in AV above the base amount but will return all collected amounts to the District within 30 days of receipt. It is estimated that in 2024 the District will receive approximately \$5,169,907 under this agreement, as the DDA has waived any interest in these TIF taxes.

Net Investment Income

Interest earned on the District's available funds has been estimated based upon an average interest rate of approximately 4%.

Expenditures

Administrative and Operational Expenditures

On October 8, 2013, the District entered into an intergovernmental agreement with Central Platte Valley Coordination Metropolitan District. Per this Agreement the District will transfer \$3,200,000 to the Coordination District, to be used to cover general government, operation and maintenance expenditure, as well as the security and maintenance of areas within the District and the excluded area, including the Union Gateway Bridge, 17th Street Gardens, and the Millennium Bridge, fountain, and elevators, per the IGA's mentioned above.

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

Debt Service

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

Capital Outlay

The 2024 anticipated expenditures are detailed on page 6 of the budget. \$350,000 will be transferred to the Coordination District to fund administrative capital expenses.

Expenditures – (continued)

Contingency

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

Debt and Leases

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

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

The District has no operating or capital leases.

Reserves

Emergency Reserve

The District has provided for an emergency reserve equal to at least 3% of the fiscal year spending for 2024, as defined under TABOR.

Reserve for Future Rebates

The District has set aside funds for the possibility of property tax rebates/refunds in connection with property valuation protests that had not been adjudicated as of the date of mill levy certification for 2024.

Reserve for Capital Replacement

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

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

\$36,965,000

Series 2022A General Obligation Refunding Loan 4.95% Taxable Converting to 4.03% Non-Taxable on 9/05/23 Dated June 15, 2022

Interest Payable June 1 and December 1
Principal Due December 1

\$15,840,000

Series 2022B General Obligation Refunding Loan 5.10% Taxable Converting to 4.15% Non-Taxable on 9/05/23 Dated June 15, 2022

Interest Payable June 1 and December 1
Principal Due December 1

	Principal		Principal Interest			Principal	 Interest	Total All Bonds		
2024	\$	1,625,000	\$	1,392,566	\$	500,000	\$ 628,310	\$	4,145,876	
2025		1,710,000		1,327,079		520,000	607,560		4,164,639	
2026		1,800,000		1,258,166		540,000	585,980		4,184,146	
2027		1,895,000		1,185,626		570,000	563,570		4,214,196	
2028		2,035,000		1,109,258		590,000	539,915		4,274,173	
2029		2,120,000		1,027,247		615,000	515,430		4,277,677	
2030		2,205,000		941,811		640,000	489,907		4,276,718	
2031		2,295,000		852,949		665,000	463,348		4,276,297	
2032		2,385,000		760,461		695,000	435,750		4,276,211	
2033		2,485,000		664,346		720,000	406,907		4,276,253	
2034		2,585,000		564,200		750,000	377,028		4,276,228	
2035		2,685,000		460,024		780,000	345,902		4,270,926	
2036		2,795,000		351,819		815,000	313,533		4,275,352	
2037		2,910,000		239,181		850,000	279,710		4,278,891	
2038		3,025,000		121,908		885,000	244,435		4,276,343	
2039		-		-		920,000	207,707		1,127,707	
2040		-		-		960,000	169,528		1,129,528	
2041		-		-		1,000,000	129,687		1,129,687	
2042		-		-		1,040,000	88,188		1,128,188	
2043		-		-		1,085,000	45,027		1,130,027	
	\$	34,555,000	\$	12,256,641	\$	15,140,000	\$ 7,437,422	\$	69,389,063	

Central Platte Valley Metropolitan District Schedule of Payables as of May 28, 2024 Paid June 4, 2024

Vendor	Invoice #	Date	Approval Status	Payment Status	Open Balance	
CliftonLarsonAllen LLP	L241273233	3/31/2024	Approving	Unpaid	\$ 24,907.61	
CliftonLarsonAllen LLP	L241301007	4/30/2024	Approving	Unpaid	7,803.60	
CliftonLarsonAllen LLP	L241303506	4/30/2024	Approving	Unpaid	6,163.32	38,874.53
Miller and Associates Law Offices	1113	4/30/2024	Approving	Unpaid	2,773.50	2,773.50
WSP USA	40032161	5/16/2024	Approving	Unpaid	10,060.25	10,060.25
				Total	\$ 51,708.28	\$ 51,708.28

From: <u>Brandenburger, Sandy</u>
To: <u>Brandenburger, Sandy</u>

Subject: WSP Update

Date: Friday, May 31, 2024 8:05:40 AM

Attachments: image002.png

image003.png



Sandy Brandenburger

District Administrator II

Direct 303-265-7883

CLA (CliftonLarsonAllen LLP) sandy.brandenburger@claconnect.com

Send me your files with secure file transfer.

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See <u>CLAglobal.com/disclaimer</u>. Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.

From: Tryba, John < John.Tryba@wsp.com> Sent: Thursday, May 30, 2024 5:52 PM

To: Jones, Anna <Anna.Jones@claconnect.com>; Brandenburger, Sandy

<Sandy.Brandenburger@claconnect.com>

Cc: Anthony, Isaac <Isaac.Anthony@wsp.com>; Meduna, Andrea <andrea.meduna@wsp.com>;

Miller, Caroline < Caroline. Miller@wsp.com>

Subject: [External] WSP Update for next week's board meeting

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

Update for CPVMD -

- 1. Millennium Bridge
 - a. Lead-based paint inspection Expect lab results and full report by July board meeting.
 - b. Ramps Fatal Flaws Analysis Expect presentation and full report and ROM cost estimate at July board meeting.
- 2. 18th Street Bridge Inspection No critical issues found. Full report available 5/31/24 for distribution to board.
- 3. 17th Street Gardens Inspection Work proceeding well, no critical issues to report.
- 4. District Asset Management Software Asset hierarchy and data compilation complete. Ready to integrate data into Atom software and prepare for training CPV staff.



Local Business Leader Project Management/Project Delivery US Mining Group john.tryba@wsp.com

Direct (303) 728-1918 Mobile (303) 921-7881

NOTICE: This communication and any attachments ("this message") may contain information which is privileged, confidential, proprietary or otherwise subject to restricted disclosure under applicable law. This message is for the sole use of the intended recipient(s). Any unauthorized use, disclosure, viewing, copying, alteration, dissemination or distribution of, or reliance on, this message is strictly prohibited. If you have received this message in error, or you are not an authorized or intended recipient, please notify the sender immediately by replying to this message, delete this message and all copies from your e-mail system and destroy any printed copies.

-LAEmHhHzdJzBITWfa4Hgs7pbKI



999 18th Street, Suite 1825N Denver, Colorado 80202 Tel 303-3832-9091 Fax 303-832-9096

May 31, 2024

Ms. Anna Jones District Manager Central Platte Valley Metro District 8390 East Crescent Parkway Suite 300 Greenwood Village, CO 80111-2814

RE:

Dear Ms. Jones:

Please find attached the final Bridge Inspection Report prepared by Collins Engineers, Inc. for the Union Gateway Bridge. Per the report, the bridge is considered to be in good condition overall. Per the National Bridge Inventory evaluation criteria, the deck and superstructure are rated as Good Condition, and the substructure is rated as Satisfactory Condition, with some minor deterioration. More detail may be found in the final report. WSP recommends the following maintenance items be addressed:

- 1. Moderate corrosion and section loss at the joints of the steel architectural panels covering the stair columns. We believe that these panels are a non-load carrying (aesthetic) component of the stair structure, but this cannot be confirmed without further investigation.
- 2. One loose stair plank on the upper landing of the west stairs, two loose stair planks at the upper landing and one loose stair plank at the lower landing of the east stairs. The loose stair planks should be investigated to determine if they pose a safety risk and action taken accordingly.

Please contact myself or John Tryba with any questions.

Sincerely,

WSP USA

Isaac Anthony, P.E. Assistant Vice President

Copies: John Tryba









Union Gateway Bridge Inspection

3/28/2024

Prepared for:



Prepared by:



455 Sherman St. Suite 160 Denver, CO 80203



Bridge Inspection Report								
Bridge ID: Union G	ateway	Inspect	ion Date: 3	3/28/2024	Owner: Central Platte Valley Metro District			
Facility Carried: Pedestrian Bridge Feature Intersection: BNSF and RTD Railroad					ailroad			
Latitude: 39.756801 Longitude: -105.002159								
Location: Bridge sp	oans the ra	ailroad tr	acks at 18	th Street betv	veen Bassett Stre	eet and Chestnut Place in		
Denver, CO.								
NBI Ratings		Deck		Super	structure	Substructure		
Previous		N/A			N/A	N/A		
Recommended	7		7		6			

Bridge Description: One steel through truss span at 168′, steel floor beams, concrete piers, and concrete precast deck panels. Elevators and stairwells attached to the piers at each end. Bridge was inventoried west to east. Truss panel points were numbered west to east. Substructure units were named west pier and east pier. **Bridge Notes**: Access to the bridge was limited due to the BNSF/RTD railroad tracks. The underdeck and floor beams were sighted visually and by using a drone launched from ground near the west pier. The truss and top of deck were inspected from the deck. The west face of the east pier could not be accessed for inspection.

Deck:									
ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4			
Conc. Deck	1,848.00	sq. ft.	1738.00	110.00	0.00	0.00			
Precast concrete deck panels bearing on steel floor beams.									

The top of the deck exhibited isolated spalls measuring less than 3 in. in diameter by ½ in. deep (CS2 10 SF). The underdeck exhibited an area of map cracking up to 1/16 in. wide spaced between 4 and 12 in. with surface white efflorescence at the southwest corner that extended approximately 25 ft. to the east. (CS2 100 SF).

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Protective Coating	1,848.00	sq. ft.	1748.00	0.00	0.00	100.00

Paint acting as protective coating on the concrete deck was in overall good condition.

The paint had failed in the area of map cracking at the southwest corner of the underdeck (CS4 100 SF).

Maintenance Recommendations: N/A.

Superstructure:								
ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4		
Steel Truss	336.00	ft	333.00	3.00	0.00	0.00		
Steel truss was in good condition. Th	nere were isol	ated area	as of surface	corrosion on t	he top of the lo	ower chord on		
L17-L18N and L17-L18S at connectio	n points for c	onduit (C	CS2 3 LF).					
ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4		
Protective Coating	336.00	sq. ft.	333.00	0.00	0.00	3.00		
Paint acting as protective coating on the truss was in good condition.								
Paint had failed in area of corrosion on the lower chord. (CS4 3 SF)								



ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Steel Floor Beam	187.00	ft	187.00	0.00	0.00	0.00

Floor beams were in good condition. No significant defects noted.

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Protective Coating	187.00	sq. ft.	187.00	0.00	0.00	0.00

Paint acting as protective coating on the floor beams was in good condition.

<u>Maintenance Recommendations</u>: Clean and repaint the areas of coating loss with surface corrosion on the lower chord.

Substructure: QUANTITY UNITS QTY ST 1 QTY ST 2 QTY ST 3 QTY ST 4 Re. Conc. Pier 30.00 ft 14.00 16.00 0.00 0.00

Reinforced concrete piers support the truss and abut the elevator shaft and stairwell at the east and west ends. The west pier exhibited vertical and horizontal cracks up to 1/16 in. wide by full pier length throughout (CS2 15 LF).

The east pier was only accessible from the south and north sides. The east pier exhibited map cracking up to 1/16 in. wide spaced at 6 in. on the south face (1 LF).

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Moveable Bearings	2.00	each	0.00	2.00	0.00	0.00

The elastomeric bearings at the west pier were in slight (approximately 1 in.) expansion to the west.

There was surface corrosion on the edges of the masonry plates (CS2 2 EA).

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Protective Coating	2.00	sq. ft.	0.00	0.00	0.00	2.00

Paint acting as protective coating on the moveable bearings had failed in areas of corrosion (CS4 2 SF)

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4			
Fixed Bearings	2.00	each	2.00	0.00	0.00	0.00			
ment of the second of the seco									

Fixed bearings at the east pier were in good condition.

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Protective Coating	2.00	sq. ft.	2.00	0.00	0.00	0.00

Paint acting as protective coating on the fixed bearings was in good condition.

<u>Maintenance Recommendations</u>: Clean and repaint the areas of coating loss with surface corrosion on the moveable bearings.

General Elements								
ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4		
Expansion Joints	26.00	ft	26.00	0.00	0.00	0.00		
The compression joints at the east and west ends of the truss were in good condition.								



ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Stairwells	2.00	each	2.00	0.00	0.00	0.00

The stairwell columns were covered by steel architectural panels. The panels exhibited moderate corrosion with section loss at the panel joints. The west stairwell had (1) loose plank/tread on the upper landing. The east stairwell had (2) loose planks/treads on the upper landing and (1) loose plank/tread on the lower landing.

ELEMENT NAME	QUANTITY	UNITS	QTY ST 1	QTY ST 2	QTY ST 3	QTY ST 4
Pedestrian Fencing	336.00	ft	336.00	0.00	0.00	0.00

Pedestrian fencing panels were mounted to the curb and bolted to the top chord of the truss and were in good condition. Light bars were installed within the top of every fourth fencing panel.

Maintenance Recommendations:

Reset the loose stair planks at the landings of the east and west stairwells.

Inspection Members:

Danny Debes, P.E. (TL) and John Liddy, E.I.T.

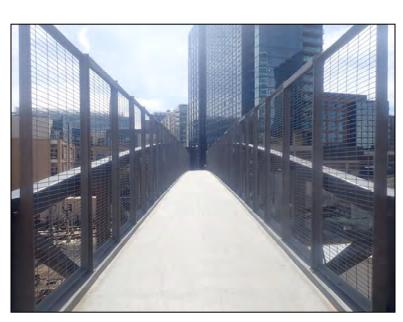
Approved by:

Hayley Martin, P.E.

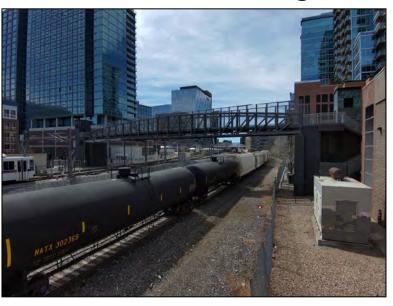
03/28/2024



Elevation Looking North



Pedestrian Path Carried Looking East

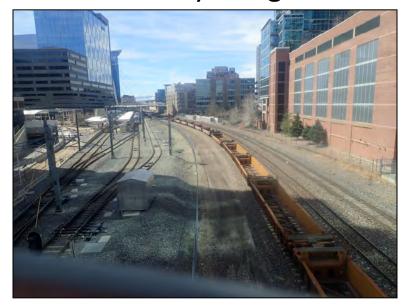


Elevation Looking South

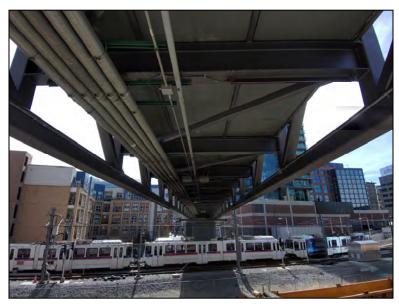


Pedestrian Path Carried Looking West

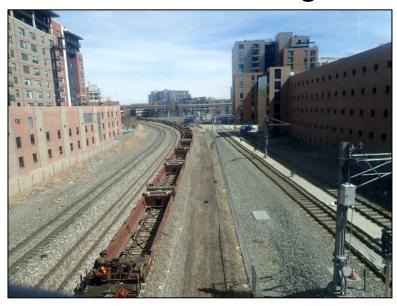
03/28/2024



Railroad Tracks Under Looking South



Typical Underside Looking East

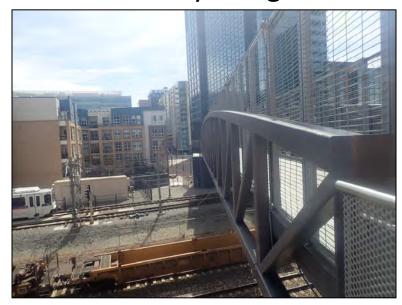


Railroad Tracks Under Looking North

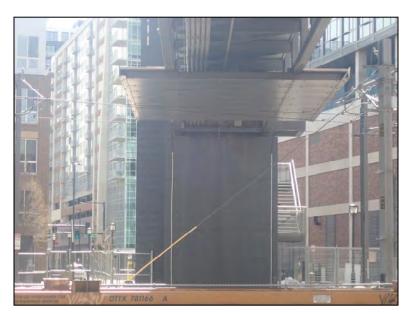


Typical Lower Chord and Floor Beam Looking Southeast

03/28/2024



Typical Upper Chord Looking East



East Pier Looking West

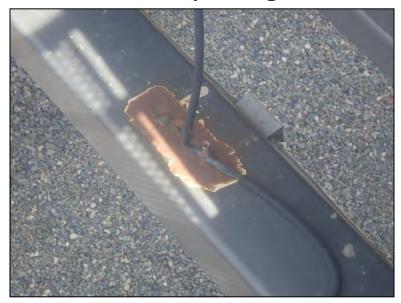


West Pier Looking West

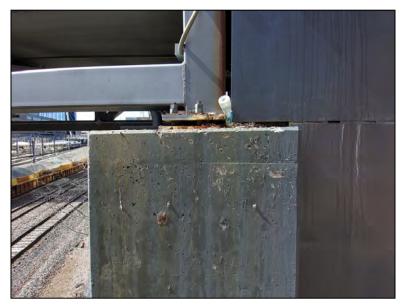


View of Cracking with Efflorescence at Southwest Corner of Underdeck Looking West

03/28/2024



Typical Isolated Area of Corrosion on Lower Chord Looking Northwest



North Moveable Bearing in Expansion at West Pier Looking South



Map Cracking in the South Face of the East Pier Looking North



South Moveable Bearing in Expansion at West Pier Looking Northwest

03/28/2024



South Fixed Bearing at East Pier Looking North



West Compression Joint Looking North

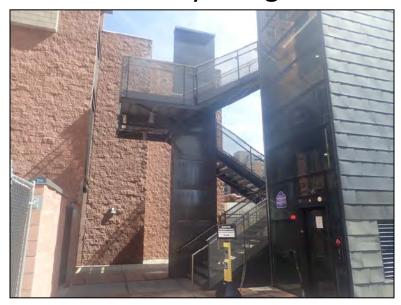


North Fixed Bearing at East Pier Looking North



East Compression Joint Looking North

03/28/2024



Overall View of West Stairwell Looking North



Architectural Panels at Stairwell Columns Looking Northeast



Overall View of East Stairwell Looking Northwest



Typical Corrosion at Panel Joints at Stairwell Column Looking East

03/28/2024



Typical Bolted Connection of Pedestrian Rail to Truss Looking East



Bridge Plaque at West End of South Truss Looking East



Conduit and Other Attachments Above Light Rail Tracks Looking Northwest



Bridge Plaque at East End of North Truss Looking West



Elevator Technicians

1153 Bergen Parkway Suite I - Box 320 Evergreen, CO 80439

(303) 641-6464 Fax: (303) 949-2572

www.elevatortechnicians.com

DATE: 04/01/2024

PRESENTED TO:

Brandon Fries Portfolio Manager East West Urban Management

PRESENTED BY:

Ted Murzyn VP of Business Development

SERVICE LOCATION:

Union Gateway Bridge East & West 2081 18th St Denver, CO 80033

EQUIPMENT DESCRIPTION:

Two (2) hydraulic passenger elevators

HOURS OF SERVICE

All work will be performed during the regular working hours of regular working days of the elevator trade, unless otherwise specified below. Elevator Technicians will provide emergency minor adjustment call back service (one man troubleshooting and/or repairs).

Option #1

Elevator Full Maintenance (FM8) \$220.00 per elevator, per month or \$440.00 total per month

During regular working hours of the regular working days. Call backs outside these hours will be billed at <u>OT rates of \$425.00/hr</u> in addition to the contract base price.

Option #2

Elevator Full Maintenance with Reduced Overtime (FMRO) \$265.00 per elevator, per month or \$530.00 total per month

During regular working hours of the regular working days. Covered minor adjustments call-back service (one man trouble shooting and/or repairs) outside of these hours, will be billed at our <u>discounted over-time rate of \$220.00/hr</u> in addition to the contract base price for covered calls.

AGREEMENT PURPOSE

- 1. To perform routine and systematic preventative maintenance checks and services on your vertical transportation system monthly.
- 2. To provide purchaser an affordable agreement that is specifically tailored to meet the needs of tenants through price and performance.
- 3. To insure your vertical transportation system reaches the full extent of its design life by maintaining the operational performance standards of the OEM.
- 4. To maintain operational performance of equipment.

ELEVATOR TECHNICIANS COMPANY RESPONSIBILITIES

- 1. Perform items listed on the preventative maintenance schedule for each vertical transportation unit covered under this agreement.
- 2. Proactively maintain your vertical transportation units covered under this agreement.
- 3. Provide unlimited regular time call back service for covered repairs for vertical transportation units covered under this agreement.
- 4. Respond to your vertical transportation breakdowns in a timely manner. Entrapments will take precedence. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
- 5. In the event of entrapment, response time is less than one hour. If for some reason we are delayed we will notify you by telephone with an estimated time of arrival.
- Elevator Technicians supervisor will review your account and each vertical transportation unit covered under this agreement on a regular basis.
- 7. Perform code required testing as currently required by the authority having jurisdiction. A fee for this work will be charged if the test must be witnessed.
- 8. Elevator Technicians will keep a large inventory of parts. Covered parts not in our inventory that can be over-nighted will be over-nighted, with your verbal approval that you will cover the cost of the shipping fees.
- 9. Repeat Service Calls. With the complex elevator systems of various manufacturers and applications that SECO maintains, there will on occasion be repeated service calls for intermittent problems. When a repetitive call occurs, the mechanic will notify a Elevator Technicians supervisor. Based upon that exchange of information with the mechanic, the supervisor will then visit the site and/or provide technical support via telephone to remedy the problem.
- 10. Schedule any foreseeable repairs (i.e. cable shortening, packing change, motor repair, cable replacement, etc.) with you so that you can make necessary arrangements for the shutting down of your vertical transportation.
- 11. Notify purchasers of unforeseen major repairs via telephone immediately. Elevator Technicians will have a service team on site within 24 regular working hours of the trade. Sooner with your approval of additional cost.
- 12. Elevator Technicians will notify Purchaser of possible billable non covered repairs in a timely manner, usually upon finding of the non covered item.
- 13. Answer your calls with live operators, using our trained staff to expedite your requests, from 7a.m. to 6 p.m. central standard time.
- 14. After hour calls will be answered by trained live answering service staff and then dispatched to an Elevator Technicians supervisor. If next regular time morning service is requested, we will schedule with technician for morning service on the next regular working day of our trade.
- 15. Elevator Technicians will make every attempt to provide invoicing for non-covered items (billable, extras) within thirty days of the repair.
- 16. Perform fire service testing during routine and systematic preventative maintenance visits.
- 17. Post code required oil usage logs for each hydraulic unit serviced under this agreement.
- 18. Post code required preventative maintenance schedule for each vertical transportation unit covered under this agreement.

- 19. Post code required repair log for each vertical transportation unit covered under this agreement.
- 20. Maintain the performance requirement, per industry standards, as long as the age of the equipment and/or its original design does not allow for that performance standard to be met.
- 21. Perform re-lamping of signals (car buttons, hall buttons, car lanterns, hall lanterns, car position indicators and/or hall position indicators) during our scheduled maintenance visits.
- 22. Provide training to our technicians to ensure their knowledge of your vertical transportation equipment will allow for efficient maintenance and troubleshooting.
- 23. Inspection reports. Make all covered repairs in a timely manner. Notify you of cost of non-covered items. If an inspection report is given to Elevator Technicians in a timely manner and we fail to make covered repairs by re-inspection, we will cover that one re-inspection fee.
- 24. Maintain the following insurance <u>minimums</u>; workers compensation \$1,000,000.00, general liability \$1,000,000.00 and automobile \$1,000,000.00 for the entire term of this agreement.
- 25. Provide a sufficient number of trained and capable employees to properly and promptly provide services.
- 26. Provide lubricant and lubricate all vertical transportation units covered under this agreement. Lubricate equipment per original manufacturer's recommendation.
- 27. Clean and paint your machine room floors as needed to maintain a professional appearance.
- 28. Clean elevator machine room pits and car tops of normal dust and debris. Excessive debris and liquids will not be covered.
- 29. Elevator Technicians reserves the right to stop performing any or all of the above services in the event of unsafe conditions and/or lack of prompt payment.

Elevator Technicians maintenance will include systematic examination, cleaning, adjustment and lubrication of the equipment. Elevator Technicians will also repair or replace the following equipment when Elevator Technicians deems necessitated due to normal wear and tear:

Machine Room Equipment

Solid state circuitry, resistors, controller cooling fans, drive cooling fans, power supplies, transformers, relays, fuses, motor starters, bypass switches, pump, pump motor, valves, solenoids, strainers, mufflers, gaskets, power unit belts, heating or cooling elements for controlling oil temperature, digital drives, motor generator drives, tachometers, encoders, CRT/monitors, AC motor, DC motors, governor, governor cables, hoist cables, worm gears, gears, thrust, bearings, rotating elements, brushes, brake coils, brake shoes, brake pins, brake linings, deflector sheaves, secondary sheaves.

Car Equipment

Car mounted circuit boards, selectors, leveling devices, car top inspection stations, car top mounted slow down switches, car door contact, car door operator, car door motor, car door operator chain, door operator linkage, car door rollers, car door gibs, car door restrictors, car door belts, car buttons, car position indicators, car lanterns, door detectors, door safety edges, emergency lighting, alarm bells, safety operated switches, car top exit switches, car lantern chimes, car passing chimes, car nudging buzzer, and car fire service buzzer.

Electrical

Ducts, conduit, traveling cables, electrical wiring from terminals on the elevator controller to hoistway switches, to motors, to generators and/or elevators.

Hoistway Equipment

Pit switches, limits, car and counter weight buffers, govenor tension sheave, compensation cables, safeties, landing switches, slow down switches, guide shoes, roller guides, hoistway door hangers, hoistway door contacts, hoistway door interlocks, hoistway door gibs, auxiliary closing devices (spirators and/or closers).

External Signals

Hall push button, hall lanterns, hall lantern chimes, hall position indicator, lobby control panels, firemen's control panel.

Escalators

Control panels, solid state circuitry, starter panel, transformers, power supplies, brake controls, AC motor, encoder, brake, gear box, hand rails, hand rail drive wheel, hand rail drive chain, hand rail roller cluster, hand rail guide assemblies, hand rail sprockets, missing step switch, hand rail inlets switch, skirt switch, pit stop switch, step inlet switch, access cover plate switch, out of level switch, exposed emergency stop switches, alarm on exposed emergency stop switch cover, key start switch, motor pit stop switch, brake and motor temperature switch, broken step chain switch.

PURCHASER RESPONSIBILITIES

- 1. To discontinue use of any and all vertical transportation units immediately when such unit becomes unsafe or operates in a manner which might cause injury to a user.
- 2. Provide Elevator Technicians with free and full access to equipment.
- 3. Provide safe working conditions for Elevator Technicians personnel.
- 4. Provide a complete set of wiring diagrams.
- 5. Notify Elevator Technicians in the event of any injury or accident within 24 hours.
- 6. Not allow anyone other than Elevator Technicians to make repairs, additions, modifications, upgrades or adjustments to the vertical transportation equipment covered under this agreement.
- 7. Pay all local state and inspection fees required to obtain your state and/or local operating permits.



- 8. Safely maintain fire sensing devices located in hoistway, machine room, pits and lobbies. Provide this maintenance in a safe manner and request our services, for an additional fee, if this maintenance is deemed unsafe.
- 9. Forward inspection reports to Elevator Technicians in a timely manner.
- 10. Purchaser is responsible to prevent other items from being transported on escalators other than passengers.
- 11. To expedite our service, please make us aware of any or all signals (indicators) that may be out.
- 12. It is the purchaser's responsibility to pay any and all taxes imposed upon Elevator Technicians for this service.
- 13. Maintain a 24 hour answering service for elevator emergency phones.
- 14. Test emergency phones on a routine basis.

EXCLUSIONS

- 1. Newly mandated test recommended or required by local inspections entities, insurance companies, federal, state or municipal governmental authorities subsequent to the date of this agreement.
- 2. Damage caused by purchasers' loading of vertical transportation unit in excess of its rated capacity or load classification.
- 3. Damages caused during third party testing.
- 4. Software or programs that are copyrighted by original equipment manufacturer.
- 5. Elevator Technicians is not obligated to make repairs by new or retroactive code changes.
- 6. Elevator Technicians is not obligated to make repairs due to pre-existing conditions.
- 7. Elevator Technicians is not obligated to perform tests or correct outstanding violations or deficiency list cited by code authorities or any third party agency prior to the effective date of this agreement.
- 8. Repairs caused by, but not limited to: building power fluctuation, adverse machine room temperature conditions, water damage, prior water damage, rust, fire, explosion, acts of God, misuse, vandalism, war, theft and/or by any cause beyond Elevator Technician's control, improperly installed parts.
- 9. Obsolete equipment and the labor to replace them. Equipment that was improperly installed by others.
- 10. Any finishing, repairing, replacement or cleaning brushes, guards, step chains, decks, skirt panels, steps, step treads, side plate devices, balustrades.
- 11. Cost of parts and labor not included in this agreement and not limited to hoistway entrances (including doors, frames, and sills), swing doors, frames, hinges, car enclosures (including panels, doors, sills, ceilings, diffusers, car ventilation systems, hand rails and flooring), smoke or heat sensors, testing of smoke and heat sensors, emergency generators, testing of emergency generators, fire recall reset, main line power switches (power feeders, wiring, and fuses), rails, rail brackets, rail alignment, car lighting, video equipment, security systems, communication systems (phones, intercoms, music media displays), kone ecospace machines, belts used for suspension means and inverted packings. Cylinders, plungers, and buried pipes (disposal or cleaning up of waste oil or any contamination caused by leaks in the hydraulic system or any consequential damage).

PURCHASER RESPONSIBILITIES TO REDUCE RISK OF ADDITIONAL CHARGES

- 1. In a safe manner, check the following on your vertical transportation units prior to calling Elevator Technicians:
 - a. Sills are free of debris.
 - b. Vertical transportation unit is on automatic operation.
 - c. Verify vertical transportation unit is not on fire recall.
 - d. Verify in car stop switch is not activated.
 - e. Verify building has power.
 - f. Verify no one is trapped.

PERFORMANCE CLAUSE

Purchaser, at any time and at the Purchaser's expense may call a third party firm to evaluate Elevator Technician's performance within the scope of this agreement. The third party firm should be mutually agreed upon by Purchaser and Elevator Technicians. Should any deficiencies be found, that are covered under this agreement, a detailed report shall be submitted to Elevator Technicians and Elevator Technicians will have a minimum of 90 days to correct the covered deficiencies. If Elevator Technicians fails to correct deficiencies within time allowed, Purchaser shall have right to terminate this agreement. Termination shall be by 90 day written notice. Purchaser remains obligated to pay all previously outstanding balances owed to Elevator Technicians.

PAYMENT TERMS

The p	rice for	this service shall b	e billed \$	per quarter, pa	ayable on t	he first da	y of each o	guarter

Quarterly payments may increase on an annual basis. Payments later than 30 days or more are considered late and shall be increased by 3% per month. The Purchaser agrees to pay, as an addition to the price herein quoted, the amount of any tax based upon transfer, use, ownership, or possession of the equipment imposed by any law enacted after the date of this proposal or imposed upon the purchase or company by any existing law. Payments not received after 60 days shall be considered a breach of contract and Elevator Technicians may terminate this agreement giving 15 days notice. The Purchaser agrees to pay all cost incurred to collect past due accounts not limited to legal fees, collection fees and interest. Elevator Technicians may decide, due to nonpayment, to exercise its' right to suspend service. Elevator Technicians shall not be responsible for injury, damage or loss of revenue resulting from lack of service.



CONTRACT TERMS

The service specified will be furnished from the effective date stated herein, and shall continue for an initial, non-cancelable term of 12 months. This Agreement will automatically renew for successive terms of thereafter. Either party may terminate this Agreement either at the end of the initial term or at the end of any subsequent term by giving the other party ninety (90) days written notice, via certified mail, prior to the expiration date of the Agreement, the expiration date being from the effective date of this agreement or from the effective date of any subsequent renewal term. The parties acknowledge that delayed notice of termination shall constitute a material breach of contract and the entire remaining amount of the contract will accelerate and become due to Company as liquidated damages. In the event of the sale, lease or other transfer of the ownership of the equipment described herein, or the premises in which it is located, Purchaser agrees to see that such Purchaser is made aware of this Agreement and assumes and agrees to be bound by the terms hereof for the balance of the Agreement. In the event of the sale or other transfer of ownership by either party, the Company and Purchaser are to be bound by the terms hereof for the balance of the Agreement. Company may, at its sole discretion, terminate this Agreement at any time upon thirty (30) days advance notice in writing due to the Purchaser's breach of contract, safety or liability issues or Purchaser's refusal to authorize necessary repairs or upgrades.

COMMENCEMENT DATE://	_/	
ACCEPTANCE		
	ved by an Elevator Technicians officer, shall constitute the con are superseded. This agreement, if not accepted, is subject	
Ted Murzyn Elevator Technicians		
Purchaser	Elevator Technicians	
Name	Name	
Title	Title	
Date	Date	