

# **ST. VRAIN LAKES METROPOLITAN DISTRICT NOS. 1, 3 & 4**

## **NOTICE OF REGULAR MEETING AND AGENDA**

<b><u>Board of Directors</u></b>	<b><u>Office</u></b>	<b><u>Term Expiration</u></b>
Christopher Bremner	President	May 2025
Brandon Curiel	Assistant Secretary	May 2027
Lyndsey Paavilainen	Secretary	May 2027
Neil Simpson	Treasurer	May 2025
Anastasia Urban	Assistant Secretary	May 2027

**Date: July 9, 2024 (Tuesday)**

**Time: 6:30 P.M.**

**Place: ZOOM & Teleconference**

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81959080404?pwd=b1BOaCtDSXhrcE5wYWxZZFdLa0V6dz09>

Webinar ID: 819 5908 0404; Passcode: 524076

Telephone: 1 669 444 9171; OR 1 719 359 4580

### **I. ADMINISTRATIVE ITEMS**

- A. Call to Order.
- B. Declaration of Quorum/Director Disclosure of any Potential Conflicts of Interest.
- C. Approval of Agenda. **(Pages 1 – 3)**
- D. Public Comment. (Limited to 3-Minutes Per Person).
- E. Director Comment.
- F. Report from District No. 2 Board of Directors.

### **II. CONSENT AGENDA**

- A. Approval of Minutes – April 9, 2024, Regular Meeting, May 15, 2024, Special Meeting.  
(April 9, 2024, Regular Meeting Minutes - **To Be Distributed Under Separate Cover**)  
(May 15, 2024, Special Meeting Minutes - **Pages 4 – 7**)
- B. Ratification of Payment of Claims. **(Pages 8 – 41)**
- C. Ratification of Contract Modifications. **(Pages 42 – 67)**
  - i. EDI
  - ii. Guardian Construction
  - iii. ProSec Integration, LLC
- D. Ratification of New Contracts.
  - iv. Fitness Instructor Agreement.
  - v. Omnia Partners Registration. **(Pages 68 – 70)**
  - vi. Summit Recreation – Filing 6 Playground Equipment. **(Page 71)**
  - vii. Rocky Mountain Paddleboard. **(Pages 72 – 92)**

### III. DISTRICT MANAGER ITEMS

- A. District Manager's Report. **(Pages 93 – 103)**
- B. Consider Modification to Accessibility Resolution for PCGI.
- C. Consider Appointment of The Management Trust's Accessibility / Compliance Officer for Resident Website Portal.

### IV. COMMUNITY MANAGEMENT ITEMS

- A. Community Manager's Report **(Pages 104 – 106)**
- B. Consider Approval of Social Committee Resolution. **(Pages 107 – 111)**
- C. Consider Appointment of Social Committee Members. **(Page 112)**

### V. CAPITAL INFRASTRUCTURE ITEMS

- A. District Project Manager Update.
- B. Consider Approval of Cost Acceptance Resolution. (Filing 4 Infrastructure)
- C. Consider Approval of Cost Acceptance and Infrastructure Acquisition Resolution. (Filing 4 Landscaping)
- D. Consider Approval of Cost Acceptance and Infrastructure Acquisition Resolution. (Filing 5 Landscaping)
- E. Consider Approval of Cost Acceptance Resolution. (Filing 5 Infrastructure)
- F. Board Consideration for Special Meeting or Consider Cost Certifications at October Meeting.
- G. Discussion Regarding Board President Role to Enter Into Contracts and/or Modifications for the Filing 6 Project.

### VI. FINANCIAL ITEMS

- A. Review Unaudited Financial Statements for the period ending May 31, 2024. **(Pages 113 – 118)**
- B. Review and Consider Approval of 2023 Audited Financial Statements for District No. 1. **(To Be Distributed Under Separate Cover)**
- C. Discussion regarding Bond Issuance for District No. 3 and District No. 4.
- D. Consider Approval of Engagement with Ballard Spahr as Bond Counsel. **(Pages 119 – 124)**
- E. Consider Approval of Fee Disclosure Letter from White Bear Ankele Tanaka & Waldron for General Counsel Duties with Respect to Bond Transaction. **(To Be Distributed Under Separate Cover)**
- F. Consider Approval of Engagement with Sherman & Howard as Disclosure Counsel. **(To Be Distributed Under Separate Cover)**
- G. Consider Approval of Engagement with Cockrel Ela Glesne Greher & Ruhland as Pledge District Counsel. **(Pages 125 – 130)**
- H. Consider Approval of Amended Engagement with Kline Alvarado Veio as Underwriter's Counsel. **(To Be Distributed Under Separate Cover)**

- I. Consider ratification of Engagement with Zonda Advisory for Production of Market Study. **(To Be Distributed Under Separate Cover)**
- J. Consider Approval of Engagement with Causey Demgen & Moore P.C. for Production of Financial Forecast. **(Pages 131 – 134)**

**VII. LEGAL ITEMS**

- VIII. EXECUTIVE SESSION** of the Board of Directors pursuant to Section 24-6-402(4)(e). Colorado Revised Statutes, for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategies for negotiations, and instructing negotiators and pursuant to Section 24-6-402(4)(b), C.R.S., for the purposes of receiving confidential legal advice.

**IX. DIRECTOR ITEMS**

**X. OTHER MATTERS**

**XI. ADJOURNMENT**

***\*\*\*The next Regular Meeting is scheduled for October 8, 2024\*\*\****

## RECORD OF PROCEEDINGS

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### MINUTES OF THE SPECIAL MEETING OF ST. VRAIN LAKES METROPOLITAN DISTRICT NOS. 1, 3, & 4

HELD  
May 15, 2024

The Special Meeting of St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4 was held via Zoom and Teleconference on Wednesday, May 15, 2024, at 4:00 p.m.

#### ATTENDANCE

##### Directors in Attendance:

Christopher Bremner  
Lyndsey Paavilainen  
Anastasia Urban

##### Directors Absent but Excused:

Brandon Curiel  
Neil Simpson

##### Also in Attendance:

Matt Gray; White Bear Ankele Tanaka & Waldron, P.C.  
Kenny Parrish, Andrew Kunkel, and Amanda Castle; Pinnacle Consulting Group, Inc.  
Kathryn Rorer and Heather Coonts; The Management Trust  
Katie Cooksey; Piper Sandler  
Several Members of the Public.

#### ADMINISTRATIVE ITEMS

Call to Order: The Special Meeting of the Boards of Directors (collectively, the “Boards”) of the St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4 (collectively, the “District”) was called to order by Director Bremner at 4:08 p.m.

Coordinated Meetings: 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 herein, all official actions reflected in these minutes shall be deemed to be the actions of all the Districts. Where necessary, action taken by an individual District will be so reflected in these minutes.

Declaration of Quorum/Director Qualifications/Disclosure of Potential Conflicts of Interest: Mr. Gray noted that a quorum was present, with three out of five Directors in attendance. All Board Members confirmed their qualifications to serve on the Boards. Mr. Gray advised the Boards that pursuant to Colorado law, certain disclosures by Board Members might be required prior to taking official action at a meeting. Mr. Gray

## RECORD OF PROCEEDINGS

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reported that disclosures for those Board Members who provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Colorado Secretary of State's Office and the Boards at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Boards. Mr. Gray inquired into whether members of the Boards had any additional disclosures of potential or existing conflicts of interest regarding any matters scheduled for discussion at the meeting. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Boards to act.

Approval of Agenda: The Boards considered the approval of the agenda. Following review and discussion, upon a motion duly made by Director Paavilainen, seconded by Director Bremner, and upon vote, unanimously carried, it was

**RESOLVED** to approve the agenda, as amended to move Financial Item A District No. 3 and District No. 4 Discussion New Debt Issuance Scenarios and Direction to the end of Administrative Items following Administrative Item E Director Comment.

Public Comment:

Michelle Ober addressed the Boards noting her communications to the District regarding a specific matter and requested the District coordinate with the Town to address the matter as quickly and effectively as possible. Mr. Gray responded noting the District's active engagement in reviewing options to address the matter and pointed to Town ordinances that may resolve the issue and alleviate resident concerns. Michelle Ober requested the District attend Town Board meetings as part of the coordinated effort. Mr. Gray responded and thanked Michelle Ober for her Public Comment and her representation of the residents of the District.

Director Comment: There were no Director Comments received.

District No. 3 and District No. 4 Discussion New Debt Issuance Scenarios and Direction: Ms. Cooksey discussed new Debt Issuance Scenarios for District No. 3 and District No. 4 with the Boards and outlined the terms for the A Bonds and the B Bonds with their corresponding issuance timelines. Ms. Castle requested the timeline for refinancing options and Ms. Cooksey responded. Director Paavilainen requested clarification regarding the finalization of documents and the timeline for approval as they relate to the timing of the next regular Board meeting and Mr. Gray responded. Director Paavilainen requested clarification regarding the

## RECORD OF PROCEEDINGS

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status of onboarding District consultants for the debt issuance and Mr. Gray responded. Director Urban requested clarification regarding the title of the agenda item compared to materials presented and Ms. Cooksey responded. Director Paavilainen requested direction for next steps and suggested the timeline for approval correspond with the next regular Board Meeting. Following review and discussion, upon a motion duly made by Director Paavilainen, seconded by Director Bremner, and upon vote, unanimously carried, it was

**RESOLVED** to authorize District Legal Counsel and District Management to engage a District Disclosure Counsel as best appropriate for the needs of the District.

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DISTRICT MANAGER  
ITEMS

Master Services Agreement with Streamline: Mr. Parrish presented the Master Services Agreement with Streamline to the Boards. Following review and discussion, upon a motion duly made by Director Urban, seconded by Director Paavilainen, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Master Services Agreement with Streamline, as presented.

Digital Accessibility Policy and Designation of Compliance Officer: Mr. Parrish presented the Digital Accessibility Policy with the Designation of Compliance Officer to the Boards. Director Urban noted her satisfaction with District Management being named Compliance Officer. Director Paavilainen inquired into budgetary considerations regarding costs for implementation and Mr. Parrish responded. Director Bremner requested clarification regarding the reporting responsibilities of the Compliance Officer and Mr. Parrish and Mr. Gray responded. Director Paavilainen inquired regarding Digital Accessibility requirements and oversight for third-party websites. Mr. Parrish and Ms. Castle responded and noted the Digital Accessibility Policy applies to the Metropolitan District only. Following review and discussion, upon a motion duly made by Director Urban, seconded by Director Paavilainen, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Digital Accessibility Policy and Designation of Compliance Officer, as presented with direction to District staff to review Digital Accessibility requirements for third-party vendors websites.

## RECORD OF PROCEEDINGS

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Website Accessibility Statement: Mr. Parrish presented the Website Accessibility Statement to the Boards. Director Bremner inquired regarding the necessity of the statement and Mr. Gray responded. Following review and discussion, upon a motion duly made by Director Urban, seconded by Director Bremner, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Website Accessibility Statement, as presented.

Recreation Amenity Policy Amendments: Mr. Parrish and Director Paavilainen presented the Recreation Amenity Policy Amendments to the Boards and noted the changes were administrative in nature to align with recent changes in operations. Director Bremner requested clarification of section 1.6.3 regarding age restrictions for children aged 13, 14, and 15 and Mr. Parrish and Director Paavilainen responded. Director Urban requested minor administrative changes to pages 49, 52, and 100 and emphasized the importance of implementing the finalized version of the Recreation Amenity Policy and its corresponding documents. Director Paavilainen requested the Recreation Amenity Policy be complied with its corresponding documents in a single document and Mr. Parrish responded. Following review and discussion, upon a motion duly made by Director Urban, seconded by Director Bremner, and upon vote, unanimously carried, it was

**RESOLVED** to approve the Recreation Amenity Policy Amendments, as presented, with discussed technical corrections regarding users aged 13, 14 and 15.

### ADJOURNMENT

There being no further business to come before the Boards, upon motion duly made by Director Bremner, seconded by Director Urban, and upon unanimous vote, the meeting was adjourned at 4:48 p.m.

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

Respectfully submitted,

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Andrew Kunkel, Recording Secretary for the Meeting

**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

Type	Num	Date	Name	Account	Original Amount
Bill Pmt -Check	Bill.com	04/02/2024	Pinnacle Consulting Group Inc	1072 - Bill.com Money Out Clearing	3,720.00
Bill	25698	01/15/2024		3-56013 · Project Administration	<u>3,720.00</u> 3,720.00
Bill Pmt -Check	Bill.com	04/02/2024	Rocky Mountain Custom Landscapes & Asso	1072 - Bill.com Money Out Clearing	3,799.98
Bill	7	01/15/2024		3-56011 · Project - Direct	<u>4,000.00</u> 4,000.00
Bill Pmt -Check	ACH	04/03/2024	Waste Connections of Colo, Inc	1-11000 · First Bank	187.78
Bill	7639260V311	03/18/2024		1-51401 · Utilities - The Cove	<u>187.78</u> 187.78
Bill Pmt -Check	ACH	04/08/2024	Bill.com	1-11000 · First Bank	90.24
Bill	24046739099	03/31/2024		1-51120 · Office, Dues & Other	<u>90.24</u> 90.24
Bill Pmt -Check	ACH	04/16/2024	Comcast	1-11000 · First Bank	649.70
Bill	0364011 03.24	03/18/2024		1-51401 · Utilities - The Cove	<u>659.45</u> 659.45
Bill Pmt -Check	ACH	04/17/2024	St Vrain Sanitation District	1-11000 · First Bank	103.00
Bill	13132-02 03.24	03/31/2024		1-51401 · Utilities - The Cove	<u>103.00</u> 103.00
Bill Pmt -Check	ACH	04/23/2024	Town of Firestone	1-11000 · First Bank	1.30
Bill	510866 03.24	03/31/2024		1-51400 · Utilities	<u>1.30</u> 1.30
Bill Pmt -Check	ACH	04/23/2024	Town of Firestone	1-11000 · First Bank	6.77
Bill	510333 03.24	03/31/2024		1-51400 · Utilities	<u>6.77</u> 6.77
Bill Pmt -Check	ACH	04/23/2024	Town of Firestone	1-11000 · First Bank	1.19
Bill	510546 03.24	03/31/2024		1-51400 · Utilities	<u>1.19</u> 1.19
Bill Pmt -Check	ACH	04/23/2024	Town of Firestone	1-11000 · First Bank	1.19
Bill	510321 03.24	03/31/2024		1-51400 · Utilities	<u>1.19</u> 1.19
Bill Pmt -Check	ACH	04/23/2024	Town of Firestone	1-11000 · First Bank	1.26
Bill	510830 03.24	03/31/2024		1-51400 · Utilities	<u>1.26</u> 1.26





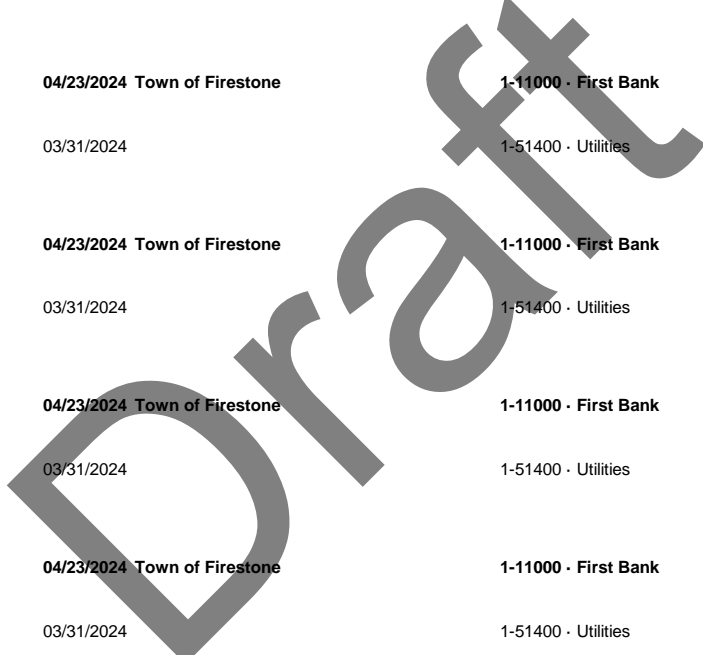
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510325 03.24	03/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510543 03.24	03/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510318 03.24	03/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.81</b>
Bill	510799 03.24	03/31/2024		1-51400 · Utilities	<u>1.81</u>
					1.81
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510749 03.24	03/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510329 03.24	03/31/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>72.10</b>
Bill	510334 03.24	03/31/2024		1-51400 · Utilities	<u>72.10</u>
					72.10
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.61</b>
Bill	510746 03.24	03/31/2024		1-51400 · Utilities	<u>3.61</u>
					3.61
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510322 03.24	03/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510634 03.24	03/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510323 03.24	03/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43

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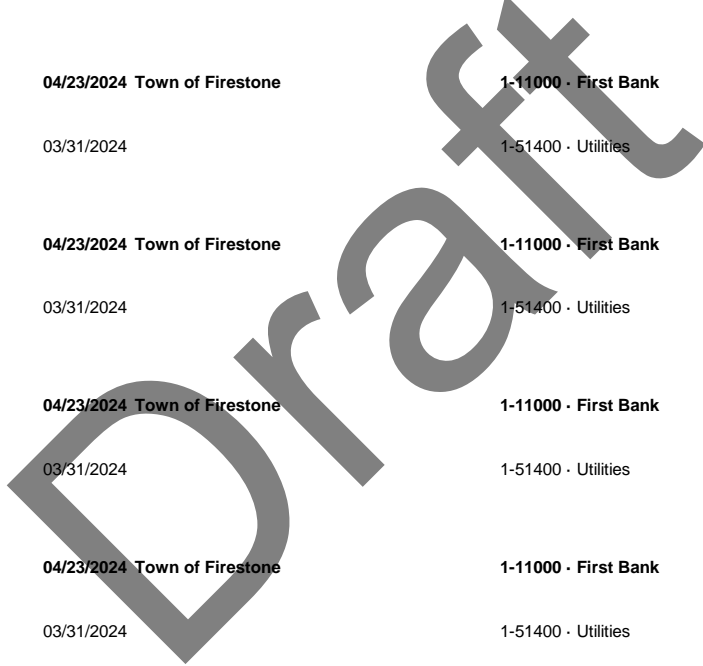
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 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510586 03.24	03/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.67</b>
Bill	510587 03.24	03/31/2024		1-51400 · Utilities	<u>2.67</u>
					2.67
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510324 03.24	03/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510605 03.24	03/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.27</b>
Bill	510326 03.24	03/31/2024		1-51400 · Utilities	<u>1.27</u>
					1.27
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.16</b>
Bill	510727 03.24	03/31/2024		1-51400 · Utilities	<u>1.16</u>
					1.16
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510331 03.24	03/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.60</b>
Bill	510798 03.24	03/31/2024		1-51400 · Utilities	<u>2.60</u>
					2.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>45.85</b>
Bill	510332 03.24	03/31/2024		1-51400 · Utilities	<u>45.85</u>
					45.85
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.21</b>
Bill	510327 03.24	03/31/2024		1-51400 · Utilities	<u>1.21</u>
					1.21
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.23</b>
Bill	510748 03.24	03/31/2024		1-51400 · Utilities	<u>3.23</u>
					3.23



**St. Vrain Lakes Metropolitan District No. 1**  
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 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510747 03.24	03/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510659 03.24	03/31/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>7.24</b>
Bill	510405 03.24	03/31/2024		1-51400 · Utilities	<u>7.24</u>
					7.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	510544 03.24	03/31/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.64</b>
Bill	510534 03.24	03/31/2024		1-51400 · Utilities	<u>2.64</u>
					2.64
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510545 03.24	03/31/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.51</b>
Bill	510431 03.24	03/31/2024		1-51400 · Utilities	<u>1.51</u>
					1.51
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.42</b>
Bill	510430 03.24	03/31/2024		1-51400 · Utilities	<u>1.42</u>
					1.42
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.44</b>
Bill	510726 03.24	03/31/2024		1-51400 · Utilities	<u>2.44</u>
					2.44
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510317 03.24	03/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.31</b>
Bill	510856 03.24	03/31/2024		1-51400 · Utilities	<u>1.31</u>
					1.31



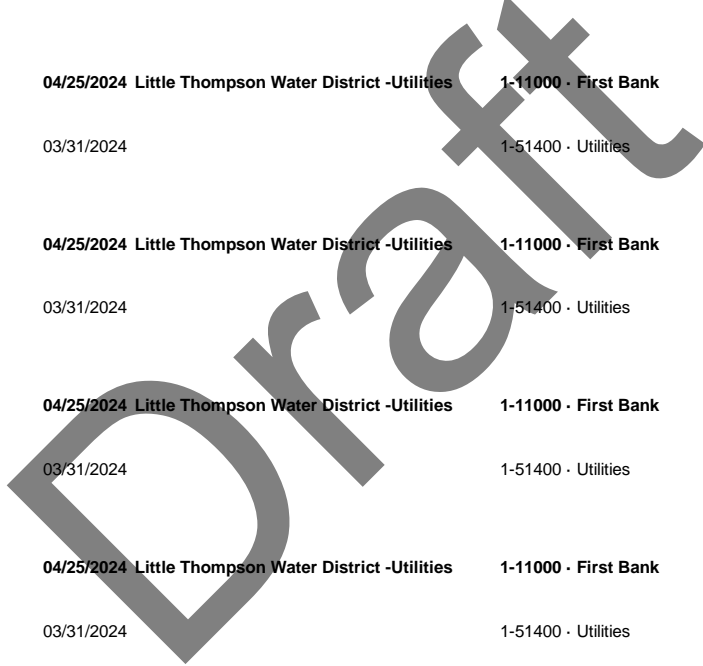
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>6.71</b>
Bill	510867 03.24	03/31/2024		1-51400 · Utilities	6.71
					<u>6.71</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510328 03.24	03/31/2024		1-51400 · Utilities	1.23
					<u>1.23</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/23/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510335 03.24	03/31/2024		1-51400 · Utilities	1.22
					<u>1.22</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>40.02</b>
Bill	18733200 03.24	03/31/2024		1-51400 · Utilities	40.02
					<u>40.02</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>24.60</b>
Bill	18862000 03.24	03/31/2024		1-51400 · Utilities	24.60
					<u>24.60</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>26.36</b>
Bill	18644702 03.24	03/31/2024		1-51400 · Utilities	26.36
					<u>26.36</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>20.60</b>
Bill	19208500 03.24	03/31/2024		1-51400 · Utilities	20.60
					<u>20.60</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>151.43</b>
Bill	21542801 03.24	03/31/2024		1-51400 · Utilities	151.43
					<u>151.43</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>739.33</b>
Bill	20180001 03.24	03/31/2024		1-51401 · Utilities - The Cove	739.33
					<u>739.33</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>20.60</b>
Bill	18734100 03.24	03/31/2024		1-51400 · Utilities	20.60
					<u>20.60</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>22.48</b>
Bill	18644602 03.24	03/31/2024		1-51400 · Utilities	22.48
					<u>22.48</u>

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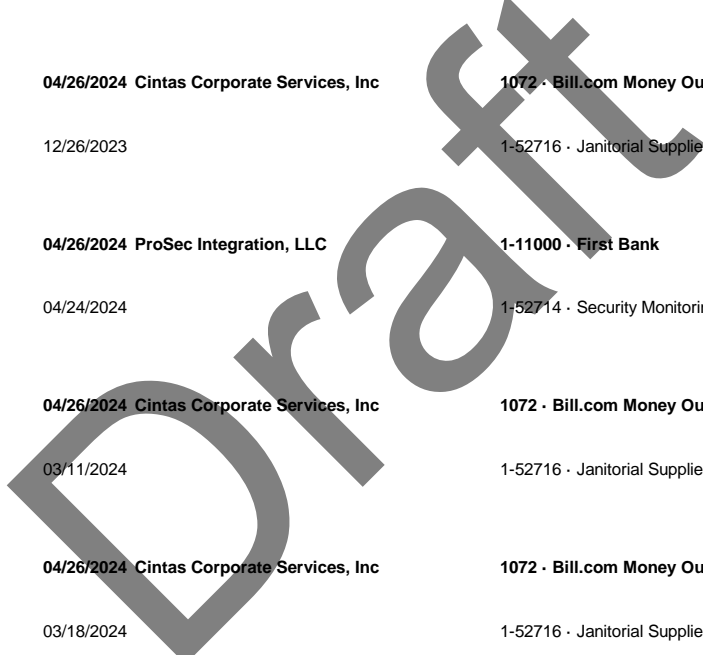
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/24/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>22.25</b>
Bill	18733100 03.24	03/31/2024		1-51400 · Utilities	22.25
					<u>22.25</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>37.26</b>
Bill	960002 03.24	03/31/2024		1-51400 · Utilities	37.26
					<u>37.26</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>319.77</b>
Bill	849201 03.24	03/31/2024		1-51401 · Utilities - The Cove	319.77
					<u>319.77</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>37.55</b>
Bill	959902 03.24	03/31/2024		1-51400 · Utilities	37.55
					<u>37.55</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>124.83</b>
Bill	848601 03.24	03/31/2024		1-51400 · Utilities	124.83
					<u>124.83</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>200.86</b>
Bill	848701 03.24	03/31/2024		1-51400 · Utilities	200.86
					<u>200.86</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>270.91</b>
Bill	827201 03.24	03/31/2024		1-51400 · Utilities	270.91
					<u>270.91</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>236.74</b>
Bill	851701 03.24	03/31/2024		1-51400 · Utilities	236.74
					<u>236.74</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>214.48</b>
Bill	827101 03.24	03/31/2024		1-51400 · Utilities	214.48
					<u>214.48</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>488.25</b>
Bill	827001 03.24	03/31/2024		1-51400 · Utilities	488.25
					<u>488.25</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>205.17</b>
Bill	959802 03.24	03/31/2024		1-51400 · Utilities	205.17
					<u>205.17</u>



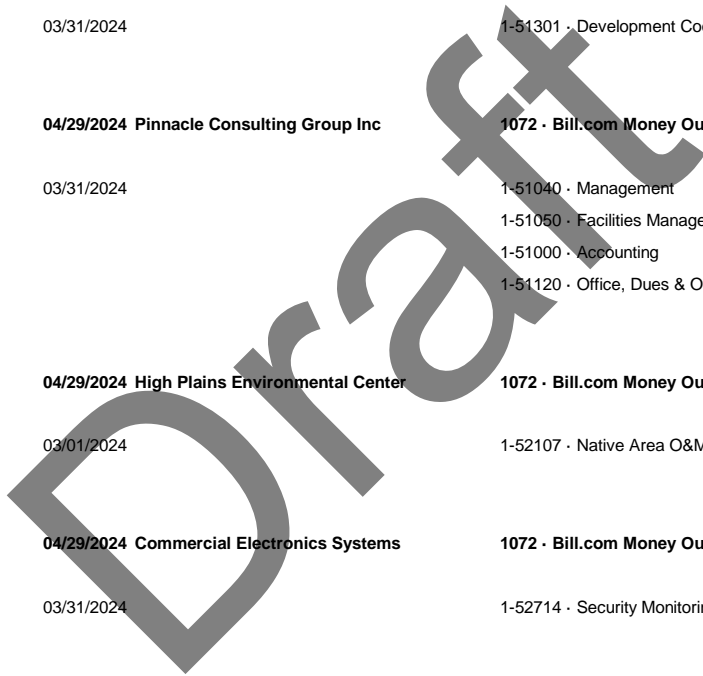
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>10.90</b>
Bill	510571 03.24	03/31/2024		1-51400 · Utilities	10.90
					<u>10.90</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>126.71</b>
Bill	1021801 03.24	03/31/2024		1-51400 · Utilities	126.71
					<u>126.71</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4187354074	03/25/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>PureWater Dynamics Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>467.79</b>
Bill	1494228-IN	03/31/2024		1-52707 · Programming and Events	467.79
					<u>467.79</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>67.72</b>
Bill	4178034365	12/26/2023		1-52716 · Janitorial Supplies	67.72
					<u>67.72</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/26/2024</b>	<b>ProSec Integration, LLC</b>	<b>1-11000 · First Bank</b>	<b>8,351.74</b>
Bill	22716	04/24/2024		1-52714 · Security Monitoring	8,351.74
					<u>8,351.74</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4185956711	03/11/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4186719230	03/18/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4185194073	03/04/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/26/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>67.72</b>
Bill	4180874681	01/22/2024		1-52716 · Janitorial Supplies	67.72
					<u>67.72</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>775.00</b>
Bill	179312	03/27/2024		1-52718 · Snow Removal	775.00
					<u>775.00</u>



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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Express Mulching &amp; Soil LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>5,000.67</b>
Bill	2566	03/11/2024		1-52905 · Reseeding	5,000.67
					<u>5,000.67</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>ProSec Integration, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>126.00</b>
Bill	7716	03/31/2024		1-52714 · Security Monitoring	126.00
					<u>126.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>212.76</b>
Bill	ED179553	03/31/2024		1-52802 · Utility Locating/Coordination	160.00
				1-52904 · Irrigation Repair & Upgrade	52.76
					<u>212.76</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>112.50</b>
Bill	26070	03/31/2024		1-51301 · Development Coordination	112.50
					<u>112.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>30,218.93</b>
Bill	26068	03/31/2024		1-51040 · Management	10,674.96
				1-51050 · Facilities Management	11,249.95
				1-51000 · Accounting	8,149.97
				1-51120 · Office, Dues & Other	144.05
					<u>30,218.93</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>High Plains Environmental Center</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>13,263.55</b>
Bill	RB12341842472	03/01/2024		1-52107 · Native Area O&M	13,263.55
					<u>13,263.55</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>65.00</b>
Bill	11671	03/31/2024		1-52714 · Security Monitoring	65.00
					<u>65.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>679.75</b>
Bill	179571	03/31/2024		1-52718 · Snow Removal	679.75
					<u>679.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>787.50</b>
Bill	26069	03/31/2024		1-51040 · Management	787.50
					<u>787.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Godden Sudik Architects Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>150.00</b>
Bill	24-2397	03/20/2024		1-51080 · ARC Reviews	150.00
					<u>150.00</u>



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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Veria Technologies Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>195.00</b>
Bill	4199	03/31/2024		1-51125 · Website Management	195.00
					<u>195.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,665.16</b>
Bill	11282	02/12/2024		1-52714 · Security Monitoring	1,665.16
					<u>1,665.16</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Muttley's Maid, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,439.50</b>
Bill	146989	03/15/2024		1-51301 · Development Coordination	786.50
				1-52113 · Trash and Pet Waste Cleanup	3,653.00
					<u>4,439.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Stratus Building Solutions</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,158.00</b>
Bill	6457926	12/31/2023		1-52715 · Janitorial Services	1,158.00
					<u>1,158.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Norfield Development Partners, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>617.40</b>
Bill	2215	03/22/2024		1-51400 · Utilities	617.40
					<u>617.40</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Colorado Vista Landscape Design, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,830.00</b>
Bill	1503	03/31/2024		1-51080 · ARC Reviews	1,830.00
					<u>1,830.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>18,173.62</b>
Bill	ED178571	03/01/2024		1-52101 · Manicured Landscaping O&M	18,173.62
					<u>18,173.62</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Affordable Pest Control</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>129.00</b>
Bill	44693	03/15/2024		1-52109 · Pest Control	129.00
					<u>129.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>273.75</b>
Bill	178882	03/13/2024		1-52718 · Snow Removal	273.75
					<u>273.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>YMCA of Northern Colorado</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>10,700.00</b>
Bill	DOLA Paymt	03/31/2024		1-51120 · Office, Dues & Other	10,700.00
					<u>10,700.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Advanced Direct Marketing Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>682.50</b>
Bill	190940	03/31/2024		1-52703 · Lake - Water Management	682.50
					<u>682.50</u>

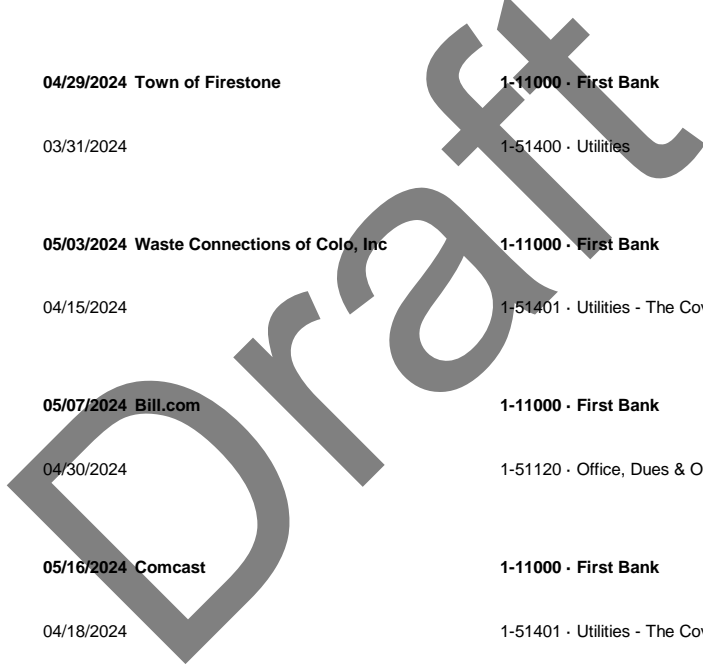


**St. Vrain Lakes Metropolitan District No. 1**  
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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>7,256.06</b>
Bill	ED178570	03/01/2024		1-51304 · Ovation & Villas Lawncare	<u>7,256.06</u>
					7,256.06
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Robin Wolf and Roxanne Paradeza</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>3,250.00</b>
Bill	Acct 166206130	03/31/2024		1-51308 · Miscellaneous	<u>3,250.00</u>
					3,250.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Altitude Community Law PC</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,010.00</b>
Bill	908929	03/31/2024		1-51111 · Collections	<u>1,010.00</u>
					1,010.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>White, Bear &amp; Ankele</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>7,654.15</b>
Bill	33999	03/31/2024		1-51110 · Legal	7,491.17
				1-51110 · Legal	<u>162.98</u>
					7,654.15
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,141.63</b>
Bill	ED178572	03/01/2024		1-52717 · Grounds Maintenance	<u>1,141.63</u>
					1,141.63
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>04/29/2024</b>	<b>Dynamic Specialties</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>957.95</b>
Bill	17030	12/21/2023		1-52110 · Site Cleanup	<u>957.95</u>
					957.95
<b>Bill Pmt -Check</b>		<b>04/29/2024</b>	<b>Black Hills Energy</b>	<b>1-11000 · First Bank</b>	<b>0.00</b>
Bill	3604 5979 45 03.24	03/31/2024	Black Hills Energy	1-23000 · Accounts Payable	<u>258.90</u>
					258.90
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.82</b>
Bill	511211 03.24	03/31/2024		1-51400 · Utilities	<u>1.82</u>
					1.82
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	511255 03.24	03/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>9.49</b>
Bill	511214 03.24	03/31/2024		1-51400 · Utilities	<u>9.49</u>
					9.49
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.39</b>
Bill	511112 03.24	03/31/2024		1-51400 · Utilities	<u>1.39</u>
					1.39

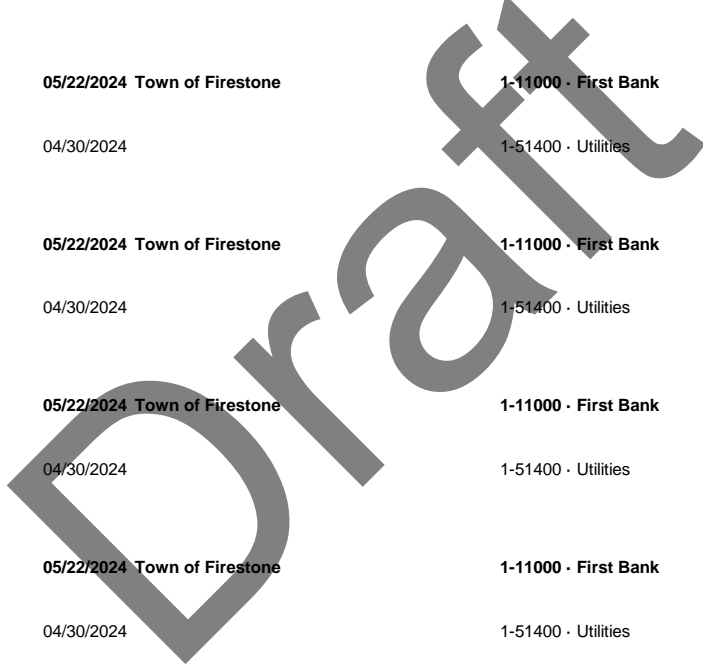
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	511207 03.24	03/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>0.82</b>
Bill	511254 03.24	03/31/2024		1-51400 · Utilities	<u>0.82</u>
					0.82
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.28</b>
Bill	511256 03.24	03/31/2024		1-51400 · Utilities	<u>1.28</u>
					1.28
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.33</b>
Bill	511210 03.24	03/31/2024		1-51400 · Utilities	<u>2.33</u>
					2.33
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>04/29/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	511113 03.24	03/31/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/03/2024</b>	<b>Waste Connections of Colo, Inc</b>	<b>1-11000 · First Bank</b>	<b>187.78</b>
Bill	7700891V311	04/15/2024		1-51401 · Utilities - The Cove	<u>187.78</u>
					187.78
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/07/2024</b>	<b>Bill.com</b>	<b>1-11000 · First Bank</b>	<b>109.11</b>
Bill	24057070340	04/30/2024		1-51120 · Office, Dues & Other	<u>109.11</u>
					109.11
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/16/2024</b>	<b>Comcast</b>	<b>1-11000 · First Bank</b>	<b>648.48</b>
Bill	0364011 04.24	04/18/2024		1-51401 · Utilities - The Cove	<u>648.48</u>
					648.48
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/21/2024</b>	<b>Rocky Mountain Custom Landscapes &amp; Asso 1072 · Bill.com Money Out Clearing</b>		<b>9,601.14</b>
Bill	8	03/15/2024		3-56011 · Project - Direct	<u>10,106.45</u>
					10,106.45
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/21/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>3,000.00</b>
Bill	25987	03/15/2024		3-56013 · Project Administration	<u>3,000.00</u>
					3,000.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/21/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>4,880.00</b>
Bill	25840	03/15/2024		3-56013 · Project Administration	<u>4,880.00</u>
					4,880.00



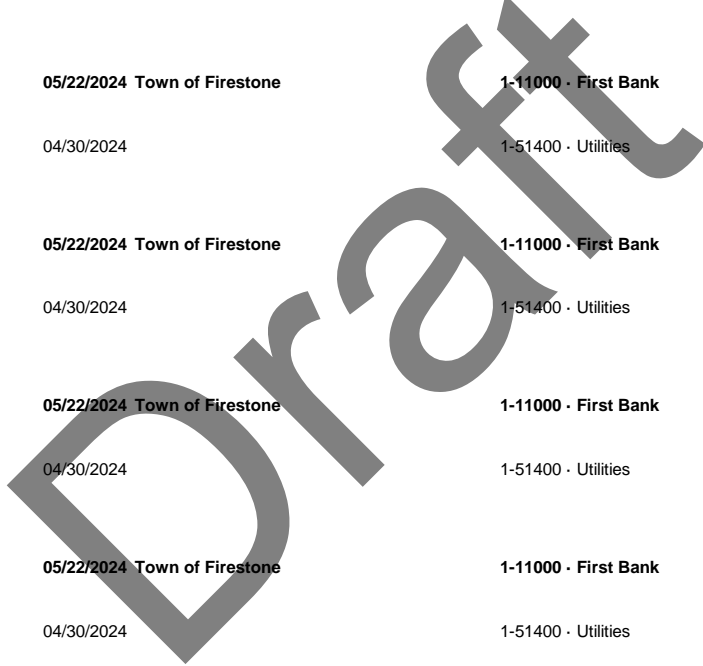
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/21/2024</b>	<b>Utility Notification Center of Colorado,</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>126.42</b>
Bill	224031339	03/31/2024		1-51400 · Utilities	<u>126.42</u>
					126.42
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.23</b>
Bill	510748 04.24	04/30/2024		1-51400 · Utilities	<u>3.23</u>
					3.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.09</b>
Bill	511211 04.24	04/30/2024		1-51400 · Utilities	<u>2.09</u>
					2.09
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510545 04.24	04/30/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>6.71</b>
Bill	510867 04.24	04/30/2024		1-51400 · Utilities	<u>6.71</u>
					6.71
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.33</b>
Bill	511254 04.24	04/30/2024		1-51400 · Utilities	<u>1.33</u>
					1.33
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.42</b>
Bill	510430 04.24	04/30/2024		1-51400 · Utilities	<u>1.42</u>
					1.42
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510317 04.24	04/30/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.64</b>
Bill	510534 04.24	04/30/2024		1-51400 · Utilities	<u>2.64</u>
					2.64
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.61</b>
Bill	510746 04.24	04/30/2024		1-51400 · Utilities	<u>3.61</u>
					3.61
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510659 04.24	04/30/2024		1-51400 · Utilities	<u>1.23</u>
					1.23



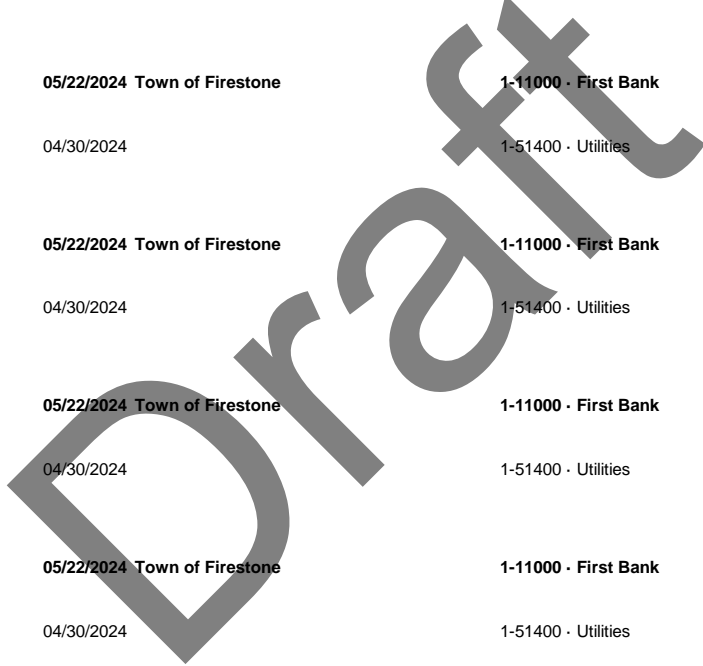
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510634 04.24	04/30/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.31</b>
Bill	510856 04.24	04/30/2024		1-51400 · Utilities	<u>1.31</u>
					1.31
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510605 04.24	04/30/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510322 04.24	04/30/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510586 04.24	04/30/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.47</b>
Bill	511256 04.24	04/30/2024		1-51400 · Utilities	<u>1.47</u>
					1.47
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510543 04.24	04/30/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510321 04.24	04/30/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.16</b>
Bill	510727 04.24	04/30/2024		1-51400 · Utilities	<u>1.16</u>
					1.16
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.67</b>
Bill	510587 04.24	04/30/2024		1-51400 · Utilities	<u>2.67</u>
					2.67
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510331 04.24	04/30/2024		1-51400 · Utilities	<u>1.32</u>
					1.32



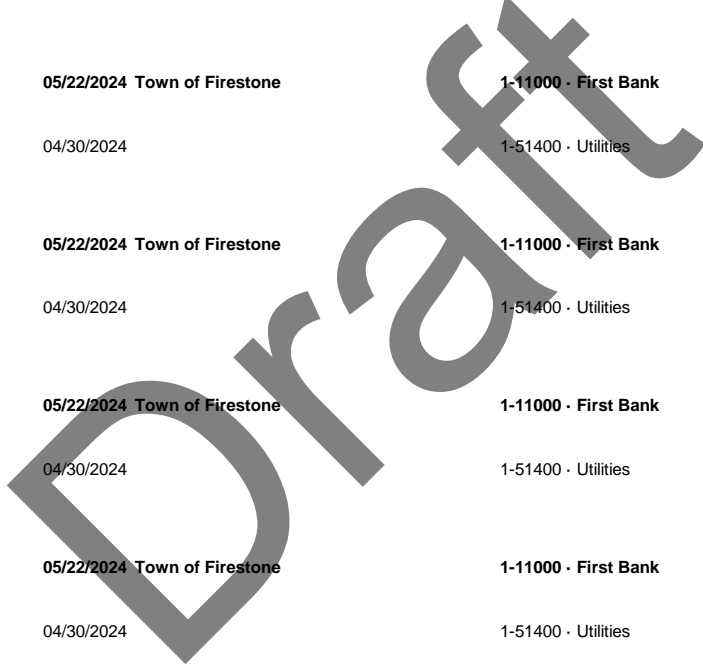
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	510866 04.24	04/30/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.68</b>
Bill	511210 04.24	04/30/2024		1-51400 · Utilities	<u>2.68</u>
					2.68
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510323 04.24	04/30/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510749 04.24	04/30/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.27</b>
Bill	510326 04.24	04/30/2024		1-51400 · Utilities	<u>1.27</u>
					1.27
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	510544 04.24	04/30/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510328 04.24	04/30/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>7.24</b>
Bill	510405 04.24	04/30/2024		1-51400 · Utilities	<u>7.24</u>
					7.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510329 04.24	04/30/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.50</b>
Bill	511113 04.24	04/30/2024		1-51400 · Utilities	<u>1.50</u>
					1.50
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510335 04.24	04/30/2024		1-51400 · Utilities	<u>1.22</u>
					1.22



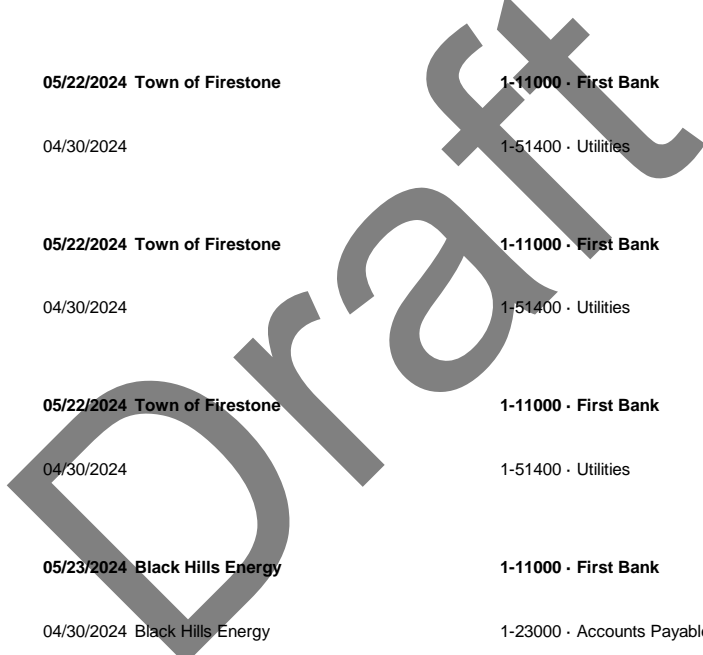
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.44</b>
Bill	510726 04.24	04/30/2024		1-51400 · Utilities	<u>2.44</u>
					2.44
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510747 04.24	04/30/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510325 04.24	04/30/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.21</b>
Bill	510327 04.24	04/30/2024		1-51400 · Utilities	<u>1.21</u>
					1.21
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.51</b>
Bill	510431 04.24	04/30/2024		1-51400 · Utilities	<u>1.51</u>
					1.51
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510546 04.24	04/30/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.60</b>
Bill	510798 04.24	04/30/2024		1-51400 · Utilities	<u>2.60</u>
					2.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>45.85</b>
Bill	510332 04.24	04/30/2024		1-51400 · Utilities	<u>45.85</u>
					45.85
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.40</b>
Bill	511255 04.24	04/30/2024		1-51400 · Utilities	<u>1.40</u>
					1.40
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510318 04.24	04/30/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>10.90</b>
Bill	510571 04.24	04/30/2024		1-51400 · Utilities	<u>10.90</u>
					10.90



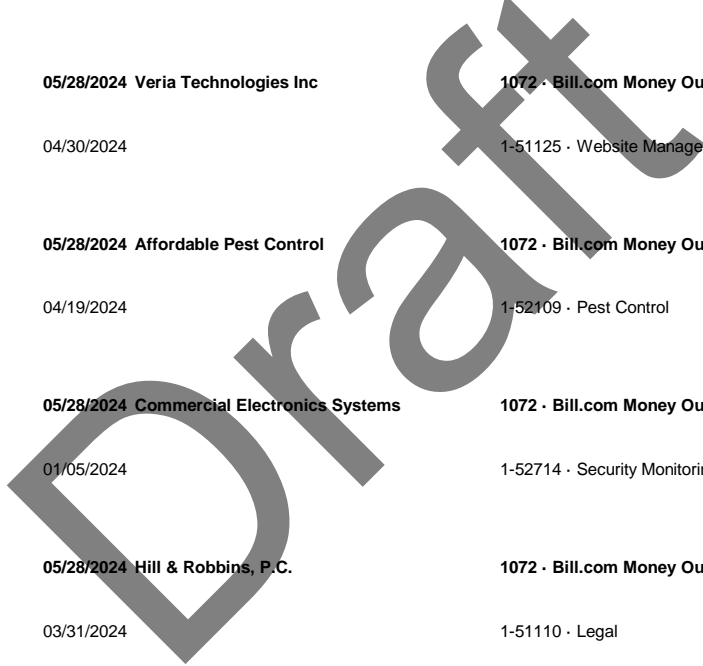
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>6.77</b>
Bill	510333 04.24	04/30/2024		1-51400 · Utilities	6.77
					<u>6.77</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.52</b>
Bill	511207 04.24	04/30/2024		1-51400 · Utilities	1.52
					<u>1.52</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>72.10</b>
Bill	510334 04.24	04/30/2024		1-51400 · Utilities	72.10
					<u>72.10</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.26</b>
Bill	510830 04.24	04/30/2024		1-51400 · Utilities	1.26
					<u>1.26</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.59</b>
Bill	511112 04.24	04/30/2024		1-51400 · Utilities	1.59
					<u>1.59</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.81</b>
Bill	510799 04.24	04/30/2024		1-51400 · Utilities	1.81
					<u>1.81</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/22/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510324 04.24	04/30/2024		1-51400 · Utilities	1.24
					<u>1.24</u>
<b>Bill Pmt -Check</b>		<b>05/23/2024</b>	<b>Black Hills Energy</b>	<b>1-11000 · First Bank</b>	<b>0.00</b>
Bill	3604 5979 45 04.24	04/30/2024	Black Hills Energy	1-23000 · Accounts Payable	136.70
					<u>136.70</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Tiffany Dix</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>177.38</b>
Bill	2023 Reimb	12/31/2023		1-51410 · Social Committee Events	177.38
					<u>177.38</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>65.00</b>
Bill	11890	04/30/2024		1-52714 · Security Monitoring	65.00
					<u>65.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>High Plains Environmental Center</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>13,263.55</b>
Bill	RB12341842476	04/01/2024		1-52107 · Native Area O&M	13,263.55
					<u>13,263.55</u>



**St. Vrain Lakes Metropolitan District No. 1**  
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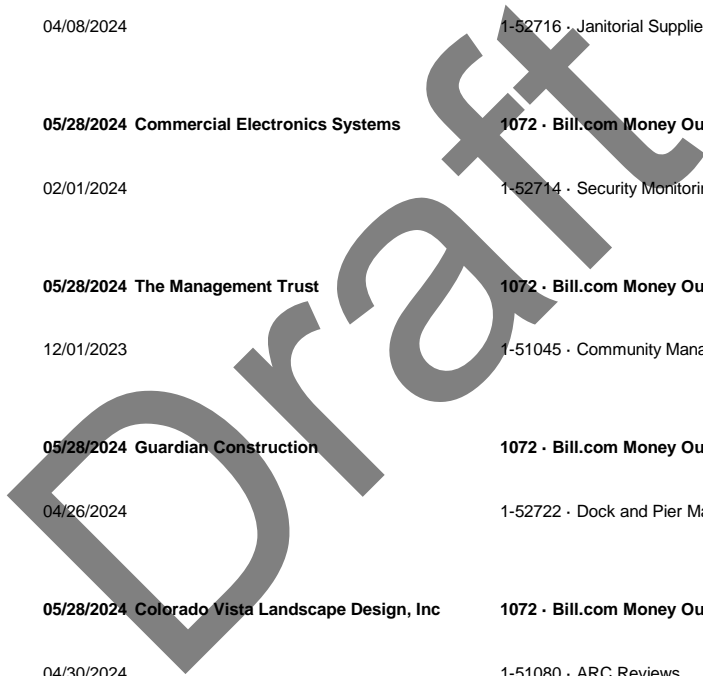
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,512.50</b>
Bill	306510	01/05/2024		1-51045 · Community Management	6,512.50
					<u>6,512.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Kathryn Rorer</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>150.00</b>
Bill	111-0337188-2260226	02/13/2024		1-51410 · Social Committee Events	150.00
					<u>150.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>PureWater Dynamics Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>604.77</b>
Bill	1495810-IN	04/30/2024		1-52707 · Programming and Events	604.77
					<u>604.77</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,532.00</b>
Bill	312288	03/01/2024		1-51045 · Community Management	6,532.00
					<u>6,532.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Veria Technologies Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>195.00</b>
Bill	4215	04/30/2024		1-51125 · Website Management	195.00
					<u>195.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Affordable Pest Control</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>129.00</b>
Bill	45185	04/19/2024		1-52109 · Pest Control	129.00
					<u>129.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>2,855.00</b>
Bill	11111	01/05/2024		1-52714 · Security Monitoring	2,855.00
					<u>2,855.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Hill &amp; Robbins, P.C.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>398.00</b>
Bill	3303	03/31/2024		1-51110 · Legal	398.00
					<u>398.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>White, Bear &amp; Ankele</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>12,246.86</b>
Bill	34449	04/30/2024		1-51110 · Legal	12,246.86
					<u>12,246.86</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,511.00</b>
Bill	305815	01/01/2024		1-51045 · Community Management	6,511.00
					<u>6,511.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4190231335	04/22/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>





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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Muttley's Maid, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,439.50</b>
Bill	147077	04/15/2024		1-51301 · Development Coordination	786.50
				1-52113 · Trash and Pet Waste Cleanup	3,653.00
					<u>4,439.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>112.50</b>
Bill	26225	04/30/2024		1-51040 · Management	112.50
					<u>112.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>American Mechanical Services of Denver</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,317.00</b>
Bill	C10909	04/10/2024		1-52705 · Building Maintenance	1,317.00
					<u>1,317.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4188805877	04/08/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>65.00</b>
Bill	11257	02/01/2024		1-52714 · Security Monitoring	65.00
					<u>65.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>8,011.00</b>
Bill	305537	12/01/2023		1-51045 · Community Management	8,011.00
					<u>8,011.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Guardian Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,760.00</b>
Bill	20833	04/26/2024		1-52722 · Dock and Pier Maintenance	4,760.00
					<u>4,760.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Colorado Vista Landscape Design, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,470.00</b>
Bill	1513	04/30/2024		1-51080 · ARC Reviews	1,470.00
					<u>1,470.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Stratus Building Solutions</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,158.00</b>
Bill	6587939	02/29/2024		1-52715 · Janitorial Services	1,158.00
					<u>1,158.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Utility Notification Center of Colorado,</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>127.71</b>
Bill	224041383	04/30/2024		1-51400 · Utilities	127.71
					<u>127.71</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>112.50</b>
Bill	26226	04/30/2024		1-51301 · Development Coordination	112.50
					<u>112.50</u>

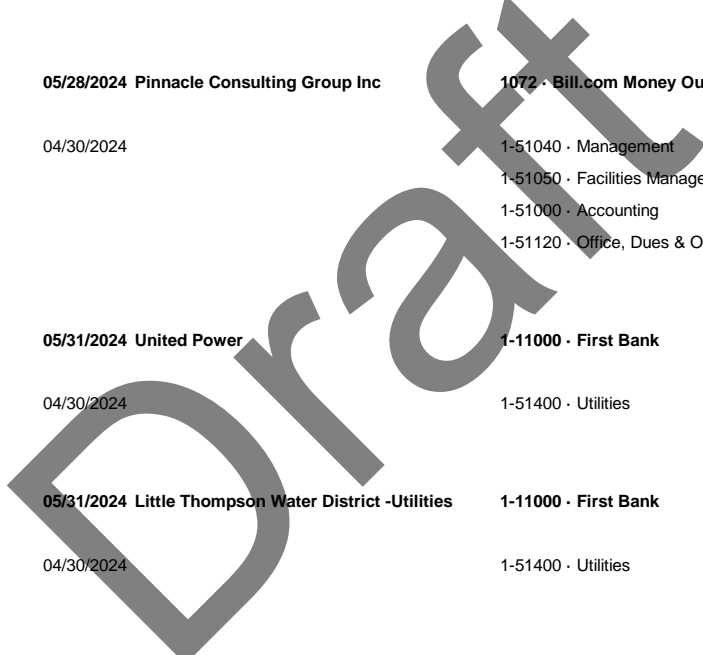


**St. Vrain Lakes Metropolitan District No. 1**  
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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>5,400.00</b>
Bill	26139	04/30/2024		3-55000 · Capital Services	<u>5,400.00</u>
					5,400.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4190949984	04/29/2024		1-52716 · Janitorial Supplies	<u>69.92</u>
					69.92
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>18,173.62</b>
Bill	CD50396845	04/01/2024		1-52101 · Manicured Landscaping O&M	<u>18,173.62</u>
					18,173.62
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4189516881	04/15/2024		1-52716 · Janitorial Supplies	<u>69.92</u>
					69.92
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,514.00</b>
Bill	18517089	02/01/2024		1-51045 · Community Management	<u>6,514.00</u>
					6,514.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Solitude Lake Management</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>9,387.00</b>
Bill	PSI064263	04/02/2024		1-52703 · Lake - Water Management	<u>9,387.00</u>
					9,387.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Kathryn Rorer</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>49.95</b>
Bill	111-4772063-3084223	02/13/2024		1-51410 · Social Committee Events	<u>49.95</u>
					49.95
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>PureWater Dynamics Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>767.77</b>
Bill	1492606-IN	03/01/2024		1-52707 · Programming and Events	<u>767.77</u>
					767.77
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Mead High School</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>229.00</b>
Bill	2023 Reimb	12/31/2023		1-51410 · Social Committee Events	<u>229.00</u>
					229.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>67.72</b>
Bill	4180236039	01/15/2024		1-52716 · Janitorial Supplies	<u>67.72</u>
					67.72
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,568.00</b>
Bill	314728	04/01/2024		1-51045 · Community Management	<u>6,568.00</u>
					6,568.00

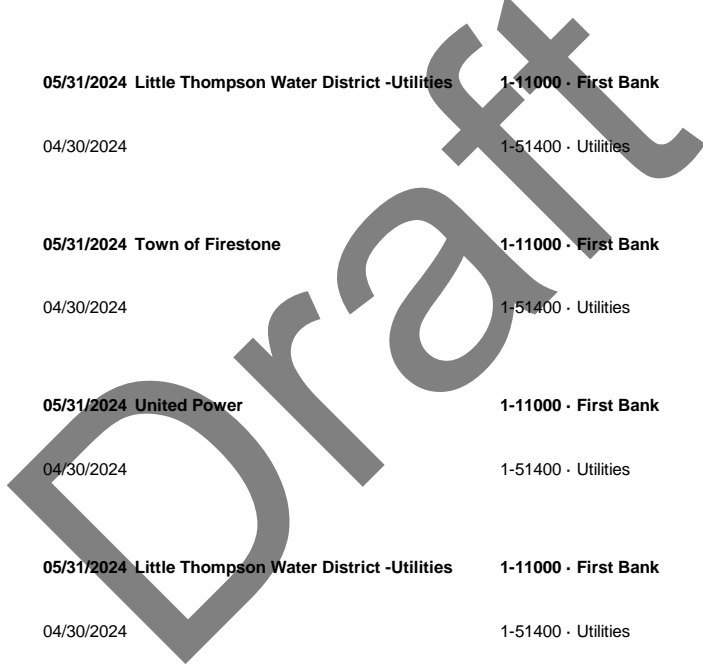
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
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<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,141.62</b>
Bill	CD50396853	04/01/2024		1-52717 · Grounds Maintenance	1,141.62
					<u>1,141.62</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4188085542	04/01/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Utility Notification Center of Colorado,</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,636.36</b>
Bill	016MANGFR36CXBB	04/26/2024		1-51400 · Utilities	1,636.36
					<u>1,636.36</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Commercial Electronics Systems</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>65.00</b>
Bill	11460	03/01/2024		1-52714 · Security Monitoring	65.00
					<u>65.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>05/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>30,336.19</b>
Bill	26224	04/30/2024		1-51040 · Management	10,674.96
				1-51050 · Facilities Management	11,249.96
				1-51000 · Accounting	8,149.97
				1-51120 · Office, Dues & Other	261.30
					<u>30,336.19</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 - First Bank</b>	<b>20.60</b>
Bill	18734100 04.24	04/30/2024		1-51400 · Utilities	20.60
					<u>20.60</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 - First Bank</b>	<b>36.46</b>
Bill	960002 04.24	04/30/2024		1-51400 · Utilities	36.46
					<u>36.46</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 - First Bank</b>	<b>334.64</b>
Bill	1021801 04.24	04/30/2024		1-51400 · Utilities	334.64
					<u>334.64</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 - First Bank</b>	<b>22.18</b>
Bill	18733100 04.24	04/30/2024		1-51400 · Utilities	22.18
					<u>22.18</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 - First Bank</b>	<b>24.48</b>
Bill	18862000 04.24	04/30/2024		1-51400 · Utilities	24.48
					<u>24.48</u>



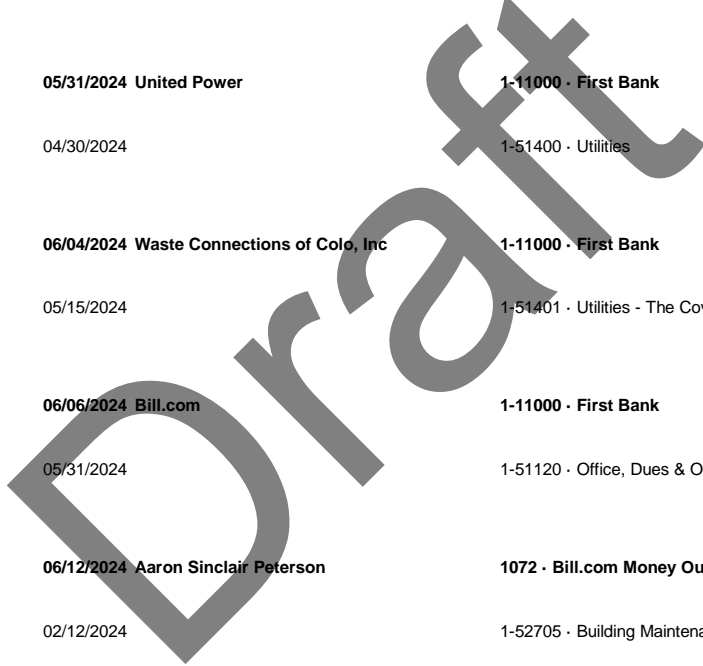
**St. Vrain Lakes Metropolitan District No. 1**  
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<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>452.48</b>
Bill	827201 04.24	04/04/2024		1-51400 · Utilities	452.48
					<u>452.48</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>636.72</b>
Bill	20180001 04.24	04/30/2024		1-51401 · Utilities - The Cove	636.72
					<u>636.72</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>733.67</b>
Bill	849201 04.24	04/30/2024		1-51401 · Utilities - The Cove	733.67
					<u>733.67</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>176.16</b>
Bill	827101 04.24	04/30/2024		1-51400 · Utilities	176.16
					<u>176.16</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>191.41</b>
Bill	959802 04.24	04/30/2024		1-51400 · Utilities	191.41
					<u>191.41</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>10.90</b>
Bill	511214 04.24	04/30/2024		1-51400 · Utilities	10.90
					<u>10.90</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>22.38</b>
Bill	18644602 04.24	04/30/2024		1-51400 · Utilities	22.38
					<u>22.38</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>176.16</b>
Bill	851701 04.24	04/30/2024		1-51400 · Utilities	176.16
					<u>176.16</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>35.74</b>
Bill	18733200 04.24	04/30/2024		1-51400 · Utilities	35.74
					<u>35.74</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>20.60</b>
Bill	19208500 04.24	04/30/2024		1-51400 · Utilities	20.60
					<u>20.60</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>124.83</b>
Bill	848601 04.24	04/30/2024		1-51400 · Utilities	124.83
					<u>124.83</u>



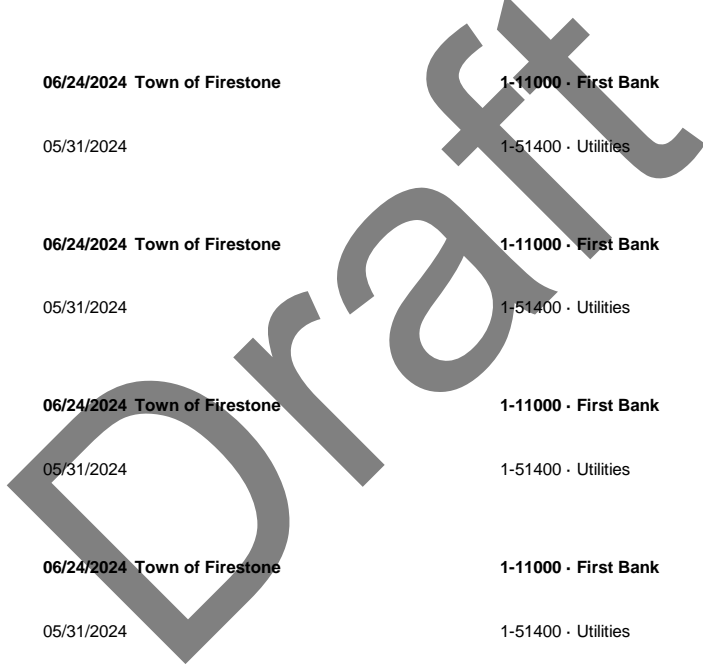
**St. Vrain Lakes Metropolitan District No. 1**  
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<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>282.99</b>
Bill	848701 04.24	04/30/2024		1-51400 · Utilities	282.99
					<u>282.99</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>327.34</b>
Bill	827001 04.24	04/30/2024		1-51400 · Utilities	327.34
					<u>327.34</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>26.13</b>
Bill	18644702 04.24	04/30/2024		1-51400 · Utilities	26.13
					<u>26.13</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>36.55</b>
Bill	959902 04.24	04/30/2024		1-51400 · Utilities	36.55
					<u>36.55</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>05/31/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>147.33</b>
Bill	21542801 04.24	04/30/2024		1-51400 · Utilities	147.33
					<u>147.33</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/04/2024</b>	<b>Waste Connections of Colo, Inc</b>	<b>1-11000 · First Bank</b>	<b>187.78</b>
Bill	7764462V311	05/15/2024		1-51401 · Utilities - The Cove	187.78
					<u>187.78</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/06/2024</b>	<b>Bill.com</b>	<b>1-11000 · First Bank</b>	<b>112.00</b>
Bill	24067415293	05/31/2024		1-51120 · Office, Dues & Other	112.00
					<u>112.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/12/2024</b>	<b>Aaron Sinclair Peterson</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>300.00</b>
Bill	893146	02/12/2024		1-52705 · Building Maintenance	300.00
					<u>300.00</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/17/2024</b>	<b>Comcast</b>	<b>1-11000 · First Bank</b>	<b>648.99</b>
Bill	0364011 05.24	05/18/2024		1-51401 · Utilities - The Cove	648.99
					<u>648.99</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/21/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>4,177.62</b>
Bill	25988	03/15/2024		3-56023 · Project Administration	4,177.62
					<u>4,177.62</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.42</b>
Bill	510430 05.24	05/31/2024		1-51400 · Utilities	1.42
					<u>1.42</u>



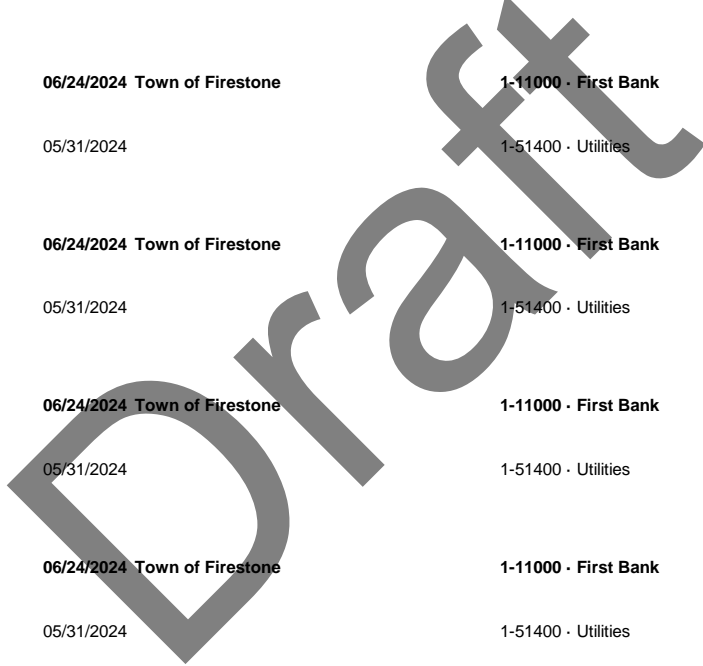
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>10.90</b>
Bill	510571 05.24	05/31/2024		1-51400 · Utilities	<u>10.90</u>
					10.90
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>45.85</b>
Bill	510332 05.24	05/31/2024		1-51400 · Utilities	<u>45.85</u>
					45.85
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510318 05.24	05/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.67</b>
Bill	510587 05.24	05/31/2024		1-51400 · Utilities	<u>2.67</u>
					2.67
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.51</b>
Bill	510431 05.24	05/31/2024		1-51400 · Utilities	<u>1.51</u>
					1.51
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.23</b>
Bill	510748 05.24	05/31/2024		1-51400 · Utilities	<u>3.23</u>
					3.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510545 05.24	05/31/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510325 05.24	05/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510586 05.24	05/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.50</b>
Bill	511113 05.24	05/31/2024		1-51400 · Utilities	<u>1.50</u>
					1.50
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510659 05.24	05/31/2024		1-51400 · Utilities	<u>1.23</u>
					1.23



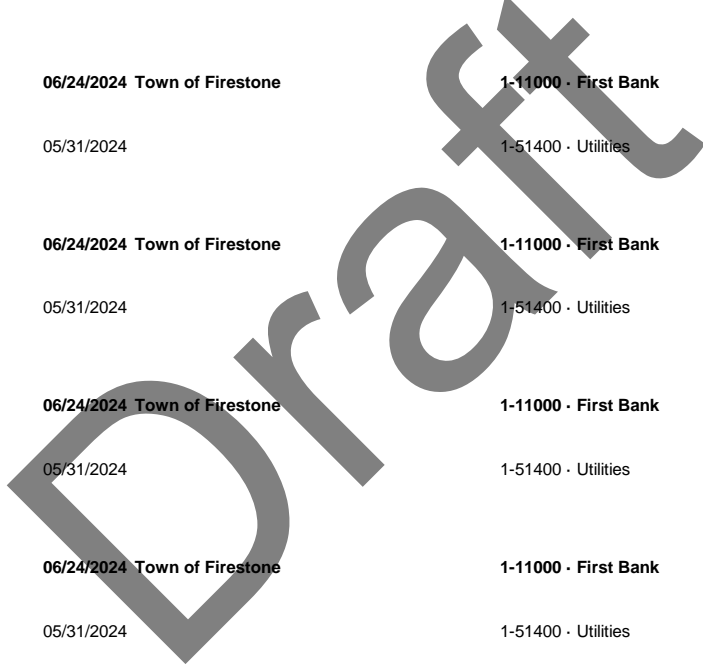
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510331 05.24	05/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.68</b>
Bill	511210 05.24	05/31/2024		1-51400 · Utilities	<u>2.68</u>
					2.68
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	510544 05.24	05/31/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.21</b>
Bill	510327 05.24	05/31/2024		1-51400 · Utilities	<u>1.21</u>
					1.21
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510634 05.24	05/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.59</b>
Bill	511112 05.24	05/31/2024		1-51400 · Utilities	<u>1.59</u>
					1.59
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>10.90</b>
Bill	511214 05.24	05/31/2024		1-51400 · Utilities	<u>10.90</u>
					10.90
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510328 05.24	05/31/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.40</b>
Bill	511255 05.24	05/31/2024		1-51400 · Utilities	<u>1.40</u>
					1.40
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>6.71</b>
Bill	510867 05.24	05/31/2024		1-51400 · Utilities	<u>6.71</u>
					6.71
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510546 05.24	05/31/2024		1-51400 · Utilities	<u>1.19</u>
					1.19



**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

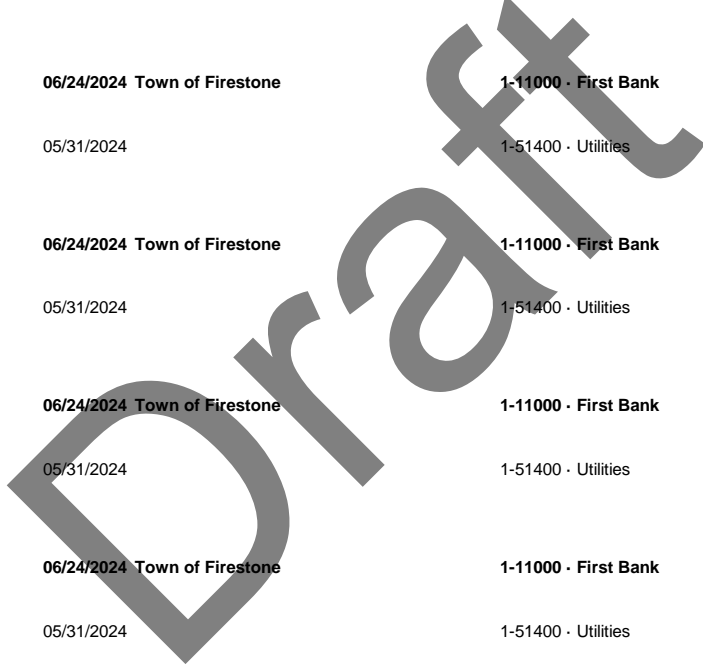
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.47</b>
Bill	511256 05.24	05/31/2024		1-51400 · Utilities	<u>1.47</u>
					1.47
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.23</b>
Bill	510329 05.24	05/31/2024		1-51400 · Utilities	<u>1.23</u>
					1.23
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>3.61</b>
Bill	510746 05.24	05/31/2024		1-51400 · Utilities	<u>3.61</u>
					3.61
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510605 05.24	05/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.64</b>
Bill	510534 05.24	05/31/2024		1-51400 · Utilities	<u>2.64</u>
					2.64
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.09</b>
Bill	511211 05.24	05/31/2024		1-51400 · Utilities	<u>2.09</u>
					2.09
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510324 05.24	05/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.81</b>
Bill	510799 05.24	05/31/2024		1-51400 · Utilities	<u>1.81</u>
					1.81
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.26</b>
Bill	510830 05.24	05/31/2024		1-51400 · Utilities	<u>1.26</u>
					1.26
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.32</b>
Bill	510317 05.24	05/31/2024		1-51400 · Utilities	<u>1.32</u>
					1.32
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.31</b>
Bill	510856 05.24	05/31/2024		1-51400 · Utilities	<u>1.31</u>
					1.31





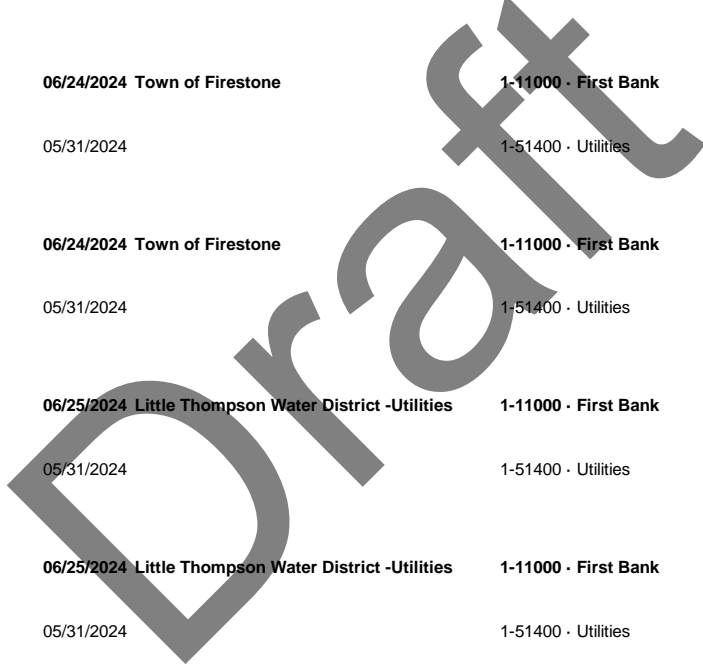
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510749 05.24	05/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.60</b>
Bill	510798 05.24	05/31/2024		1-51400 · Utilities	<u>2.60</u>
					2.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.27</b>
Bill	510326 05.24	05/31/2024		1-51400 · Utilities	<u>1.27</u>
					1.27
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510323 05.24	05/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.43</b>
Bill	510747 05.24	05/31/2024		1-51400 · Utilities	<u>1.43</u>
					1.43
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>2.44</b>
Bill	510726 05.24	05/31/2024		1-51400 · Utilities	<u>2.44</u>
					2.44
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>7.24</b>
Bill	510405 05.24	05/31/2024		1-51400 · Utilities	<u>7.24</u>
					7.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.16</b>
Bill	510727 05.24	05/31/2024		1-51400 · Utilities	<u>1.16</u>
					1.16
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.19</b>
Bill	510321 05.24	05/31/2024		1-51400 · Utilities	<u>1.19</u>
					1.19
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510543 05.24	05/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.22</b>
Bill	510335 05.24	05/31/2024		1-51400 · Utilities	<u>1.22</u>
					1.22



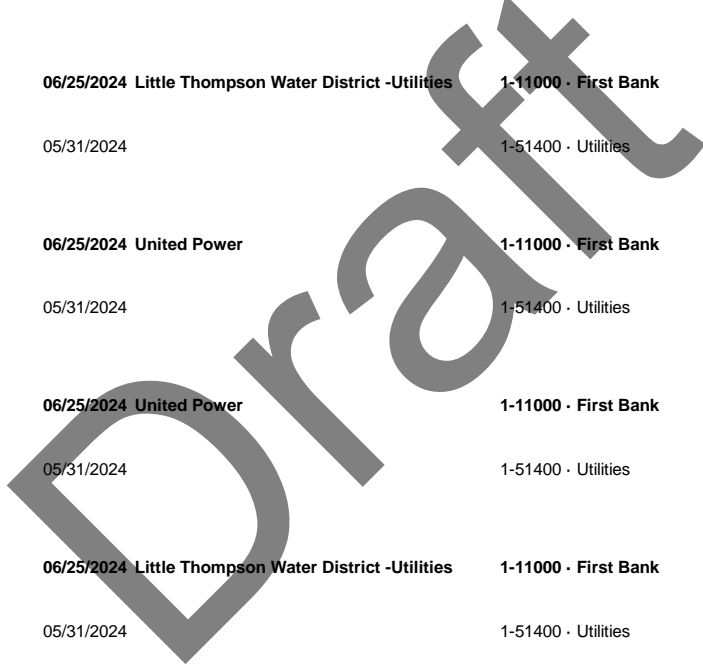
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.33</b>
Bill	511254 05.24	05/31/2024		1-51400 · Utilities	<u>1.33</u>
					1.33
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>6.77</b>
Bill	510333 05.24	05/31/2024		1-51400 · Utilities	<u>6.77</u>
					6.77
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>72.10</b>
Bill	510334 05.24	05/31/2024		1-51400 · Utilities	<u>72.10</u>
					72.10
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.24</b>
Bill	510322 05.24	05/31/2024		1-51400 · Utilities	<u>1.24</u>
					1.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.52</b>
Bill	511207 05.24	05/31/2024		1-51400 · Utilities	<u>1.52</u>
					1.52
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/24/2024</b>	<b>Town of Firestone</b>	<b>1-11000 · First Bank</b>	<b>1.30</b>
Bill	510866 05.24	05/31/2024		1-51400 · Utilities	<u>1.30</u>
					1.30
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>1,115.95</b>
Bill	827101 05.24	05/31/2024		1-51400 · Utilities	<u>1,115.95</u>
					1,115.95
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>105.61</b>
Bill	960002 05.24	05/31/2024		1-51400 · Utilities	<u>105.61</u>
					105.61
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>679.24</b>
Bill	959802 05.24	05/31/2024		1-51400 · Utilities	<u>679.24</u>
					679.24
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>1,941.77</b>
Bill	848701 05.24	05/31/2024		1-51400 · Utilities	<u>1,941.77</u>
					1,941.77
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>22.48</b>
Bill	18644602 05.24	05/31/2024		1-51400 · Utilities	<u>22.48</u>
					22.48



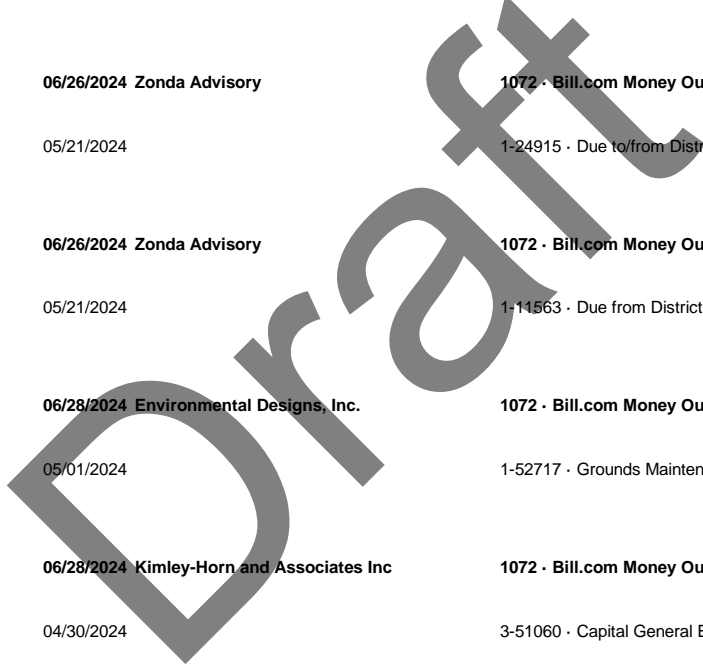
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>20.60</b>
Bill	19208500 05.24	05/31/2024		1-51400 · Utilities	<u>20.60</u>
					20.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>22.53</b>
Bill	18733100 05.24	05/31/2024		1-51400 · Utilities	<u>22.53</u>
					22.53
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>24.60</b>
Bill	18862000 05.24	05/31/2024		1-51400 · Utilities	<u>24.60</u>
					24.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>2,506.59</b>
Bill	849201 05.24	05/31/2024		1-51401 · Utilities - The Cove	<u>2,506.59</u>
					2,506.59
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>235.60</b>
Bill	851701 05.24	05/31/2024		1-51400 · Utilities	<u>235.60</u>
					235.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>24.60</b>
Bill	18644702 05.24	05/31/2024		1-51400 · Utilities	<u>24.60</u>
					24.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>20.60</b>
Bill	18734100 05.24	05/31/2024		1-51400 · Utilities	<u>20.60</u>
					20.60
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>1,001.69</b>
Bill	1021801 05.24	05/31/2024		1-51400 · Utilities	<u>1,001.69</u>
					1,001.69
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>327.34</b>
Bill	827001 05.24	05/31/2024		1-51400 · Utilities	<u>327.34</u>
					327.34
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>150.25</b>
Bill	21542801 05.24	05/31/2024		1-51400 · Utilities	<u>150.25</u>
					150.25
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>34.95</b>
Bill	18733200 05.24	05/31/2024		1-51400 · Utilities	<u>34.95</u>
					34.95



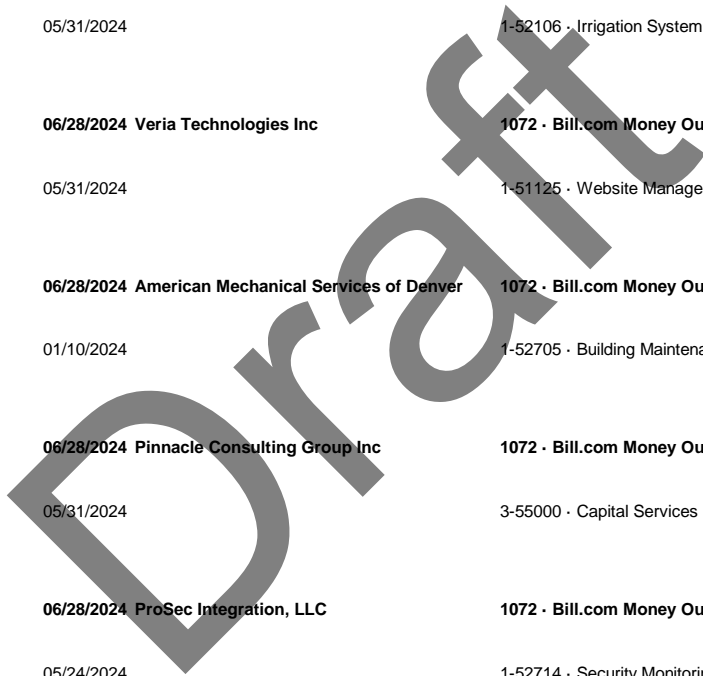
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>129.46</b>
Bill	959902 05.24	05/31/2024		1-51400 · Utilities	129.46
					<u>129.46</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>124.83</b>
Bill	848601 05.24	05/31/2024		1-51400 · Utilities	124.83
					<u>124.83</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>United Power</b>	<b>1-11000 · First Bank</b>	<b>1,051.00</b>
Bill	20180001 05.24	05/31/2024		1-51401 · Utilities - The Cove	1,051.00
					<u>1,051.00</u>
<b>Bill Pmt -Check</b>	<b>ACH</b>	<b>06/25/2024</b>	<b>Little Thompson Water District -Utilities</b>	<b>1-11000 · First Bank</b>	<b>1,371.43</b>
Bill	827201 05.24	05/31/2024		1-51400 · Utilities	1,371.43
					<u>1,371.43</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/26/2024</b>	<b>Zonda Advisory</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>10,250.00</b>
Bill	CO441-24A	05/21/2024		1-24915 · Due to/from District #3	10,250.00
					<u>10,250.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/26/2024</b>	<b>Zonda Advisory</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>6,835.15</b>
Bill	CO138-24B	05/21/2024		1-11563 · Due from District #2	6,835.15
					<u>6,835.15</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>1,141.62</b>
Bill	CD50404341	05/01/2024		1-52717 · Grounds Maintenance	1,141.62
					<u>1,141.62</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Kimley-Horn and Associates Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>2,570.00</b>
Bill	096800005-0424	04/30/2024		3-51060 · Capital General Engineering	2,570.00
					<u>2,570.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>4,275.00</b>
Bill	10967	05/31/2024		1-52704 · Pool Operations and Maintenance	4,275.00
					<u>4,275.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>White, Bear &amp; Ankele</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>7,252.53</b>
Bill	35023	05/31/2024		1-51110 · Legal	7,252.53
					<u>7,252.53</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 · Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4194587851	05/31/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>



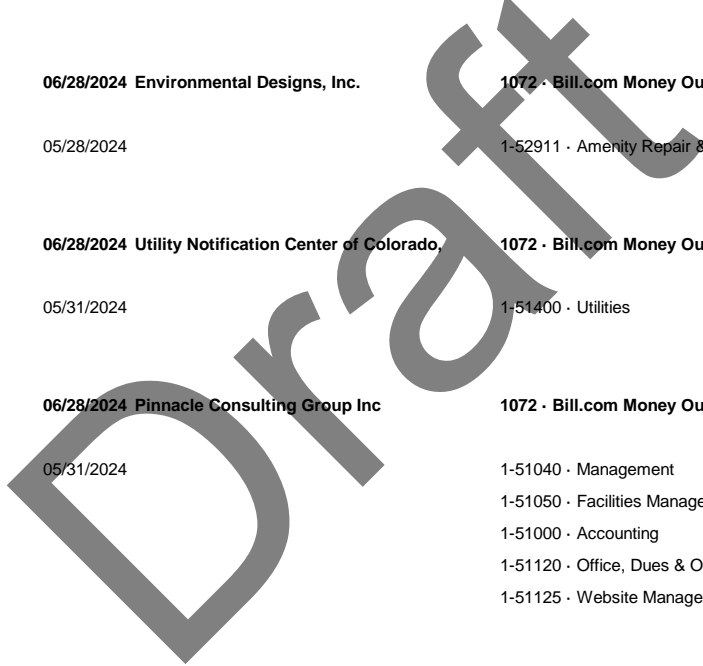
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Muttley's Maid, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,439.50</b>
Bill	147086	05/15/2024		1-51301 · Development Coordination	786.50
				1-52113 · Trash and Pet Waste Cleanup	3,653.00
					<u>4,439.50</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4193110970	05/20/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>High Plains Environmental Center</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>3,876.30</b>
Bill	2719	01/01/2024		1-52107 · Native Area O&M	3,876.30
					<u>3,876.30</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Telsco Industries, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,495.00</b>
Bill	777849	05/31/2024		1-52106 · Irrigation System Administratio	1,495.00
					<u>1,495.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Veria Technologies Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>195.00</b>
Bill	4227	05/31/2024		1-51125 · Website Management	195.00
					<u>195.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>American Mechanical Services of Denver</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,232.00</b>
Bill	1365407	01/10/2024		1-52705 · Building Maintenance	1,232.00
					<u>1,232.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>2,040.00</b>
Bill	26286	05/31/2024		3-55000 · Capital Services	2,040.00
					<u>2,040.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>ProSec Integration, LLC</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>315.92</b>
Bill	22793	05/24/2024		1-52714 · Security Monitoring	315.92
					<u>315.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>19,046.82</b>
Bill	312016 Invoice	03/01/2024		1-51045 · Community Management	19,046.82
					<u>19,046.82</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>503.93</b>
Bill	10970	05/22/2024		1-52712 · Pool Chemicals	503.93
					<u>503.93</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Hill &amp; Robbins, P.C.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>176.00</b>
Bill	3340	04/30/2024		1-51110 · Legal	176.00
					<u>176.00</u>



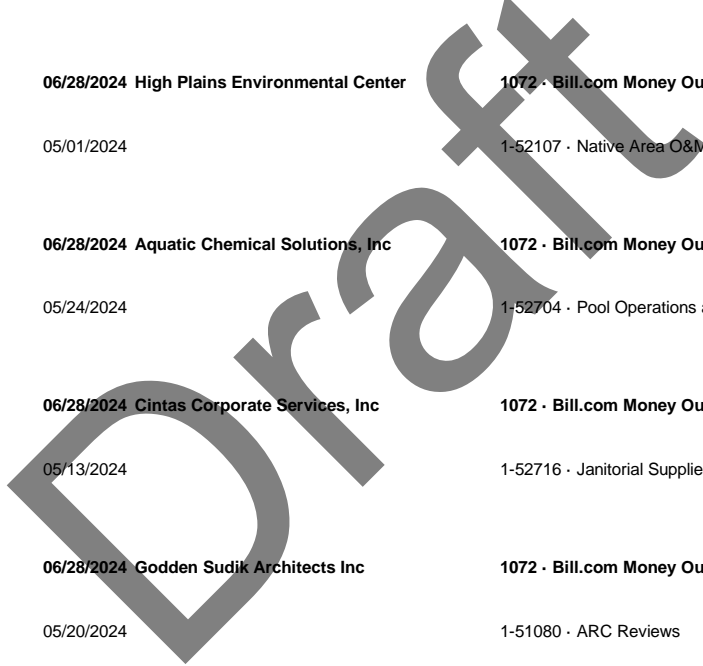
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>18,173.62</b>
Bill	CD50404339	05/01/2024		1-52101 · Manicured Landscaping O&M	18,173.62
					<u>18,173.62</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,138.88</b>
Bill	CD50407944	05/28/2024		1-52902 · Mulch Replacement	4,138.88
					<u>4,138.88</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>7,256.06</b>
Bill	CD50404340	05/01/2024		1-51304 · Ovation & Villas Lawncare	7,256.06
					<u>7,256.06</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>425.00</b>
Bill	10976	05/31/2024		1-52704 · Pool Operations and Maintenance	425.00
					<u>425.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>187.06</b>
Bill	CD50407919	05/28/2024		1-52911 · Amenity Repair & Upgrade	187.06
					<u>187.06</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Utility Notification Center of Colorado,</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>96.75</b>
Bill	224051435	05/31/2024		1-51400 · Utilities	96.75
					<u>96.75</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Pinnacle Consulting Group Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>30,250.99</b>
Bill	26353	05/31/2024		1-51040 · Management	10,675.08
				1-51050 · Facilities Management	11,250.09
				1-51000 · Accounting	8,150.06
				1-51120 · Office, Dues & Other	173.50
				1-51125 · Website Management	2.26
					<u>30,250.99</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Affordable Pest Control</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>129.00</b>
Bill	45649	05/17/2024		1-52109 · Pest Control	129.00
					<u>129.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4191719141	05/06/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>200.00</b>
Bill	10974	05/30/2024		1-52704 · Pool Operations and Maintenance	200.00
					<u>200.00</u>



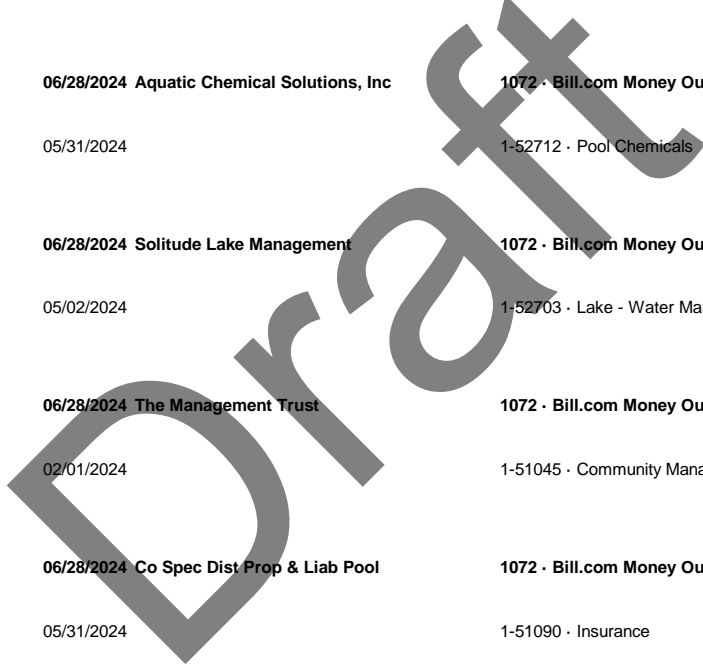
**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Solitude Lake Management</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>6,068.00</b>
Bill	PSI072189	05/02/2024		1-52703 · Lake - Water Management	<u>6,068.00</u>
					6,068.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>PureWater Dynamics Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,297.63</b>
Bill	1497416-IN	05/31/2024		1-52707 · Programming and Events	<u>1,297.63</u>
					1,297.63
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>21,993.07</b>
Bill	311599	02/01/2024		1-51045 · Community Management	<u>21,993.07</u>
					21,993.07
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Guardian Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>4,760.00</b>
Bill	21025	05/21/2024		1-52722 · Dock and Pier Maintenance	<u>4,760.00</u>
					4,760.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>High Plains Environmental Center</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>13,263.55</b>
Bill	3002	05/01/2024		1-52107 · Native Area O&M	<u>13,263.55</u>
					13,263.55
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>2,379.43</b>
Bill	10972	05/24/2024		1-52704 · Pool Operations and Maintenance	<u>2,379.43</u>
					2,379.43
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4192468685	05/13/2024		1-52716 · Janitorial Supplies	<u>69.92</u>
					69.92
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Godden Sudik Architects Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>60.00</b>
Bill	24-2631	05/20/2024		1-51080 · ARC Reviews	<u>60.00</u>
					60.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Environmental Designs, Inc.</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>80.00</b>
Bill	CD50406358	05/16/2024		1-52718 · Snow Removal	<u>80.00</u>
					80.00
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,177.35</b>
Bill	10969	05/18/2024		1-52704 · Pool Operations and Maintenance	<u>1,177.35</u>
					1,177.35
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>E3 Signs</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>667.00</b>
Bill	245631	05/20/2024		1-52209 · Regulatory and Wayfinding Sign	<u>667.00</u>
					667.00



**St. Vrain Lakes Metropolitan District No. 1**  
**Check Detail**  
 March 30 through June 30, 2024

<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>American Mechanical Services of Denver</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>85.00</b>
Bill	1365408	01/10/2024		1-52705 · Building Maintenance	85.00
					<u>85.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Cintas Corporate Services, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>69.92</b>
Bill	4193879700	05/28/2024		1-52716 · Janitorial Supplies	69.92
					<u>69.92</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>200.00</b>
Bill	10973	05/27/2024		1-52704 · Pool Operations and Maintenance	200.00
					<u>200.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>391.70</b>
Bill	10971	05/16/2024		1-52712 · Pool Chemicals	391.70
					<u>391.70</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>1,097.18</b>
Bill	10975	05/31/2024		1-52712 · Pool Chemicals	1,097.18
					<u>1,097.18</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Solitude Lake Management</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>9,387.00</b>
Bill	PSI072188	05/02/2024		1-52703 · Lake - Water Management	9,387.00
					<u>9,387.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>The Management Trust</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>36,255.20</b>
Bill	312016	02/01/2024		1-51045 · Community Management	36,255.20
					<u>36,255.20</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Co Spec Dist Prop &amp; Liab Pool</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>3,684.00</b>
Bill	27841	05/31/2024		1-51090 · Insurance	3,684.00
					<u>3,684.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Guardian Construction</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>5,000.00</b>
Bill	21026	05/21/2024		1-52722 · Dock and Pier Maintenance	5,000.00
					<u>5,000.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Colorado Vista Landscape Design, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>870.00</b>
Bill	1521	05/31/2024		1-51080 · ARC Reviews	870.00
					<u>870.00</u>
<b>Bill Pmt -Check</b>	<b>Bill.com</b>	<b>06/28/2024</b>	<b>Aquatic Chemical Solutions, Inc</b>	<b>1072 - Bill.com Money Out Clearing</b>	<b>844.20</b>
Bill	10968	05/08/2024		1-52712 · Pool Chemicals	844.20
					<u>844.20</u>





St. Vrain Lakes Metropolitan District No. 1  
Check Detail  
March 30 through June 30, 2024

Bill Pmt -Check	Bill.com	06/28/2024	Environmental Designs, Inc.	1072 - Bill.com Money Out Clearing	9,671.13
Bill	CD50414194	05/31/2024		1-52904 - Irrigation Repair & Upgrade	9,671.13
					<u>9,671.13</u>
				<b>Total</b>	<u><u>\$ 571,769.91</u></u>

Draft

# Contract Modifications for Board Ratification

## St. Vrain Lakes Metropolitan District No. 1

### St. Vrain Lakes - O&M (SVLMD-OM)

<i>Contractor:</i> <b>Aquatic Chemical Solutions, Inc</b>	<i>Modification Date:</i> <b>3 /7 /2024</b>	<i>Modification Amount:</i> <b>\$7,075.00</b>	<i>Contract #:</i> <b>Cnt-01375</b>
<i>Modification Description:</i> <b>Addendum 2024-01</b>	<i>Payment Method:</i> <b>Lump Sum</b>		<i>District Signed Date:</i> <b>5 /7 /2024</b>
<i>Modification Scope:</i> <b>Pool Maintenance Services</b>			<i>Contractor Signed Date:</i> <b>5 /16/2024</b>
GL Code:1-52704			
Budget: \$211,000.00			
<i>Contractor:</i> <b>Environmental Designs, Inc.</b>	<i>Modification Date:</i> <b>5 /31/2024</b>	<i>Modification Amount:</i> <b>\$50,727.07</b>	<i>Contract #:</i> <b>Cnt-01230</b>
<i>Modification Description:</i> <b>Addendum 2024-14</b>	<i>Payment Method:</i> <b>Lump Sum</b>		<i>District Signed Date:</i> <b>6 /26/2024</b>
<i>Modification Scope:</i> <b>Filing 4 &amp; 5 Natural Area Maintenance Service</b>			<i>Contractor Signed Date:</i> <b>6 /26/2024</b>
GL Code:1-52107			
Budget: \$258,711.05			
<i>Contractor:</i> <b>Guardian Construction</b>	<i>Modification Date:</i> <b>4 /11/2024</b>	<i>Modification Amount:</i> <b>\$9,520.00</b>	<i>Contract #:</i> <b>Cnt-00980</b>
<i>Modification Description:</i> <b>Addendum 2024-01</b>	<i>Payment Method:</i> <b>Lump Sum</b>		<i>District Signed Date:</i> <b>4 /11/2024</b>
<i>Modification Scope:</i> <b>Lake Dock Install</b>			<i>Contractor Signed Date:</i> <b>4 /11/2024</b>
GL Code:1-52722			
Budget: \$13,500.00			
<i>Contractor:</i> <b>Guardian Construction</b>	<i>Modification Date:</i> <b>4 /23/2024</b>	<i>Modification Amount:</i> <b>\$5,000.00</b>	<i>Contract #:</i> <b>Cnt-00980</b>
<i>Modification Description:</i> <b>Addendum 2024-02</b>	<i>Payment Method:</i> <b>Lump Sum</b>		<i>District Signed Date:</i> <b>4 /25/2024</b>
<i>Modification Scope:</i> <b>Deck Staining at the Lake Dock</b>			<i>Contractor Signed Date:</i> <b>5 /7 /2024</b>
GL Code:1-52722			
Budget: \$13,500.00			
<i>Contractor:</i> <b>ProSec Integration, LLC</b>	<i>Modification Date:</i> <b>4 /17/2024</b>	<i>Modification Amount:</i> <b>\$16,703.47</b>	<i>Contract #:</i> <b>Cnt-01371</b>
<i>Modification Description:</i> <b>Addendum 2024-01</b>	<i>Payment Method:</i> <b>Lump Sum</b>		<i>District Signed Date:</i> <b>4 /25/2024</b>
<i>Modification Scope:</i> <b>Camera Installation at the Cove</b>			<i>Contractor Signed Date:</i> <b>5 /1 /2024</b>
GL Code:1-52704			
Budget: \$211,000.00			

## FIRST ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

### Pool Opening Services

This FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT (the “**Addendum**”) is effective as of the 7<sup>th</sup> day of March, 2024, by and between ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and AQUATIC CHEMICAL SOLUTIONS, INC., a Colorado Corporation (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

### RECITALS

WHEREAS, the Parties entered into an Independent Contractor Agreement for Pool Opening Services, dated March 7, 2023 (the “**Agreement**”); and

WHEREAS, the Agreement sets forth the Compensation Schedule and Scope of Services for all Services to be performed under the Agreement; and

WHEREAS, the Parties desire to update the terms set forth in Exhibit A to the Agreement to incorporate changes in the Scope of Services and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

### TERMS AND CONDITIONS

1. POOL MAINTENANCE SERVICES. The Parties hereby agree that the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by this reference, shall be added to the Scope of Services and Compensation Schedule set forth in Exhibit A of the Agreement.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This Addendum may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first above written.

**DISTRICT:**

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado

DocuSigned by:

*Chris Bremner*

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

Draft

**CONTRACTOR:**

AQUATIC CHEMICAL SOLUTIONS, INC., a Colorado Corporation

DocuSigned by:

*Matt Wilson*

\_\_\_\_\_  
8A800CD21127450...

Matt wilson

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

\_\_\_\_\_  
Title

**Exhibit A**

Draft



# Estimate

Date	Estimate #
3/4/2024	667

PO Box 17865  
Denver CO 80216

Customer Name
Barefoot Lakes c/o Pinnacle Consulting Group

Qty	Description	Rate	Total
	Weekly Maintenance for Summer of 2024 (2 Visits Per Week)		
	Services Performed: 1) Clean all 3 Hair/Lint Strainer Baskets 2) Backwash both high rate sand filters 3) Test Water Chemistry and make any necessary automated controller adjustments or calibrations 4) Fill up acid barrel		
1	Service per day	150.00	150.00
1	Trip Charge	50.00	50.00
<b>Total Cost of \$7,075.00 for 35 visits</b>			

Please call 303.263.2222 if you have any additional questions.  
EMAIL: matt@acsr.com  
FAX: 720-302-2516

<b>Subtotal</b>	\$200.00
<b>Sales Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$200.00

If approved, please sign/date here: \_\_\_\_\_

**FIRST ADDENDUM**  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(LAKE DOCK INSTALL SERVICES)

---

This **FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into and shall become effective as of the **11<sup>th</sup> day of April, 2024** by and between the **ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **GUARDIAN CONSTRUCTION, LP**, a Colorado limited partnership (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on **July 24, 2020**, (the “Agreement”); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this **First Addendum**.
2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.
3. COUNTERPART EXECUTION. This **First Addendum** may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank].*

IN WITNESS WHEREOF, the Parties have caused this **First Addendum** to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**

DocuSigned by:

*Chris Bremner*

29256AA0CE314BC

\_\_\_\_\_  
Officer of the District

Draft

**GUARDIAN CONSTRUCTION, LP**

DocuSigned by:

*Tyler Allen*

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\_\_\_\_\_



**EXHIBIT A**  
**ADDITIONAL SCOPE OF SERVICES AND FEES**

Draft

**Guardian Construction**

1785 W 160th Ave, Ste 400  
 Broomfield, CO 80023 US  
 720.791.5701  
 JGertge@GuardianConst.com  
 www.GuardianConst.com

# PROPOSAL

**ADDRESS**

Pinnacle Consulting Group, Inc,  
 6950 E Bellevue Ave, Suite 200  
 Greenwood Village, Colorado  
 80111 United States

**PROPOSAL #** 24-D058**DATE** 03/28/2024**EXPIRATION DATE** 04/29/2024

ACTIVITY	DESCRIPTION	AMOUNT
<b>Specialties</b>	Floating Dock Ramp Install - Labor & Material - Provide Equipment & Labor To Re-Install Existing Floating Boat Dock Ramp - Remove / Store Temporary Barricades And Signage.	4,760.00
<b>Specialties</b>	Floating Dock Ramp Removal / Storage - Labor & Material - Provide Equipment & Labor to Remove Existing Floating Boat Dock Ramp And Secure For Winter. - Land Side Disconnection Only, Water Side Attachments To Remain in Place. - Land Side Will Be Secured To Dock And Construction Barrier Will Be Installed To Reduce Access.	4,760.00
<b>WARRANTY:</b>		<b>TOTAL</b>
<ul style="list-style-type: none"> <li>• 1-year Warranty on all Material and Workmanship from date of substantial completion.</li> </ul>		<b>\$9,520.00</b>

**WARRANTY:**

- 1-year Warranty on all Material and Workmanship from date of substantial completion.

**EXCLUSIONS:**

- Guardian Construction cannot be held responsible for delays attributed to weather and other acts of nature, material supplier delays, or for any work above and beyond the Scope of Work

**TERMS AND CONDITIONS:**

- Payment Terms to be agreed upon prior to start of project.
- Final payment due in full within 30 days of completion of work.
- This Proposal may be withdrawn if not accepted within 30 days.

This Proposal and Scope of Work described above supersedes any and all prior communication about this work. By accepting this Proposal, the Client understands that changes to the Scope of Work for any reason not controlled by Guardian Construction may result in additional charges. By signing below, you accept this Proposal and agree to the Scope of Work provided above, the total cost of Labor and Materials as proposed, and the Terms and Conditions.

**SECOND ADDENDUM  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(DECK STAINING AT THE LAKE DOCK)**

---

This **SECOND ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT** (the “**Second Addendum**”) is entered into and shall become effective as of the **23<sup>rd</sup> day of April, 2024** by and between the **ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **GUARDIAN CONSTRUCTION**, a Colorado Corporation (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on **July 24, 2020**, (the “Agreement”); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this **Second Addendum**.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This **Second Addendum** may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank].*

IN WITNESS WHEREOF, the Parties have caused this **Second Addendum** to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**

DocuSigned by:  
*Kenny Parrish*  
C5EF7D71661448D  
\_\_\_\_\_  
Officer of the District

**Draft**

**GUARDIAN CONSTRUCTION**

DocuSigned by:  
*Tyler Allen*  
3F7D5CBEB7F94D2...  
\_\_\_\_\_

**EXHIBIT A**  
**ADDITIONAL SCOPE OF SERVICES AND FEES**

Draft



**Guardian Construction**  
 1785 W 160th Ave, Ste 400  
 Broomfield, CO 80023 US  
 720.791.5701  
 JGertge@GuardianConst.com  
 www.GuardianConst.com

# PROPOSAL

**ADDRESS**

Pinnacle Consulting Group, Inc,  
 6950 E Bellevue Ave, Suite 200  
 Greenwood Village, Colorado  
 80111 United States

**PROPOSAL #** 24-D070  
**DATE** 04/18/2024  
**EXPIRATION DATE** 05/17/2024

ACTIVITY	DESCRIPTION	AMOUNT
<b>Exterior Paint / Stain</b>	Full Dock Power Wash & Re-Stain - Labor & Materials - Power Wash Full Dock In Preparation For New Stain. Approx. 1920 SF. (24 Hrs. - 48 Hrs. Of Dry Time Required Before Stain Application) - Mask And Protect All Previously Painted Metals, Hardware, Signage, Etc. - Re-Stain Full Dock With New Stain. Approx. 1920 SF. With Sherwin Williams - Super Deck Oil Based Semi Transparent Wood Stain. (Property To Select Color) Note: Per Manufacture Specification Only One Coat Application Is Required. Product Must Be Applied Within Temperatures of 50-90 Degrees.	5,000.00

**WARRANTY:**

- 1-year Warranty on all Material and Workmanship from date of substantial completion.

**EXCLUSIONS:**

- Guardian Construction cannot be held responsible for delays attributed to weather and other acts of nature, material supplier delays, or for any work above and beyond the Scope of Work

**TERMS AND CONDITIONS:**

- Payment Terms to be agreed upon prior to start of project.
- Final payment due in full within 30 days of completion of work.
- This Proposal may be withdrawn if not accepted within 30 days.

This Proposal and Scope of Work described above supersedes any and all prior communication about this work. By accepting this Proposal, the Client understands that changes to the Scope of Work for any reason not controlled by Guardian Construction may result in additional charges. By signing below, you accept this Proposal and agree to the Scope of Work provided above, the total cost of Labor and Materials as proposed, and the Terms and Conditions.

TOTAL

**\$5,000.00**

Accepted By

Accepted Date

**FIRST ADDENDUM**  
TO  
INDEPENDENT CONTRACTOR AGREEMENT  
(CAMERA INSTALLATION AT THE COVE)

---

This **FIRST ADDENDUM TO THE INDEPENDENT CONTRACTOR AGREEMENT** (the “**First Addendum**”) is entered into and shall become effective as of the **17<sup>th</sup> day of April, 2024** by and between the **ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **PROSEC INTEGRATION, LLC**, a Colorado Limited Liability Company (the “Contractor”), collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, the Parties entered into an *Independent Contractor Agreement* on **January 1, 2024**, (the “Agreement”); and

WHEREAS, the Agreement sets forth the Services to be completed under the Agreement; and

WHEREAS, the Parties desire the Contractor to perform additional services than those originally contemplated under the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

TERMS AND CONDITIONS:

1. ADDITIONS TO SCOPE OF WORK. The Parties hereby agree to add to the Agreement the services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference. Such additional services shall be performed in accordance with the fees set forth in Exhibit A of this **First Addendum**.

2. PRIOR PROVISIONS EFFECTIVE. Except as specifically amended hereby, all the terms and provisions of the Agreement shall remain in full force and effect.

3. COUNTERPART EXECUTION. This **First Addendum** may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

*[Remainder of Page Intentionally Left Blank].*

IN WITNESS WHEREOF, the Parties have caused this **First Addendum** to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

**ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**

DocuSigned by:  
*Chris Bremner*  
29256AA0CE314BC  
\_\_\_\_\_  
Officer of the District

**Draft**

**PROSEC INTEGRATION, LLC**

DocuSigned by:  
*Robert Semroska*  
A44E2AF0A7C54EF...  
\_\_\_\_\_



**EXHIBIT A**  
**ADDITIONAL SCOPE OF SERVICES AND FEES**

Draft



**ProSec Integration, LLC**  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

**ESTIMATE NO. 33406**

The Cove - Barefoot Lakes  
2625 South Colorado Boulevard  
Denver CO 80222

**Date:** 03/29/2024  
**Salesperson:** Steve Blaser  
**Quote No:** 33406  
**Site:** The Cove  
**Valid For:** 30 Day(s)

**Re: The Cove**

**Description**

ProSec Integration LLC shall provide all labor, cable and minor materials necessary to complete the project. System includes one-year parts and labor warranty.

**Video Surveillance System**

The scope of work is for the sale and complete installation of a 16-camera system by Turing. This system is designed to replace each of the 12 existing cameras and upgrade them to a 5 MP IP camera. The system will also add two 5 MP cameras and two multi-sensor cameras that give 180-degree coverage. The system will use fourteen 5MP dome style IP Cameras with a 2.8mm lens. The system will also use two specialty 5 MPx4 multi-sensor IP cameras, each camera utilizes 4 multifocal lenses. The system will also use an onsite 32 channel NVR recorder with 24 Terabytes of storage. The camera system would allow for a minimum of 30 days of motion-based video storage. The system could be viewed via PC and/or mobile phone application.

**Optional Video Analytics: \$95.00 per camera/per year**

Video AI can be activated on any of the cameras by adding a Turing Core AI License. The license costs \$95 per camera, per year. It gives you the ability to receive alerts for a person or vehicle of interest, search stored video for a person or vehicle of interest, receive a higher quality live view and playback, and it allows unlimited sharing, archiving, and downloading of video clips.

*Thank you for this opportunity!*

**Total** \$16,703.47



**ProSec Integration, LLC**  
181 E 56th Ave, Suite 401  
Denver, CO 80216

Tel. (303)835-8100  
www.prosecalarm.com

**ACCEPTANCE OF QUOTATION NO. 33406**

The Cove - Barefoot Lakes  
2625 South Colorado Boulevard  
Denver CO 80222

**Date:** 03/29/2024  
**Salesperson:** Steve Blaser  
**Quote No:** 33406  
**Site:** The Cove  
**Valid For:** 30 Day(s)

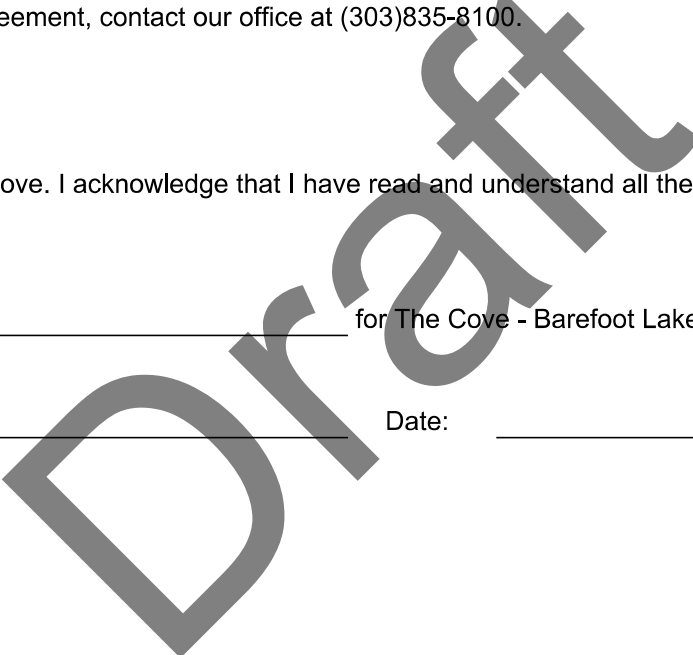
**Please Note:**

Acceptance of this estimate is based on ProSec Integration LLC's standard service agreement terms and conditions. For a copy of our standard service agreement, contact our office at (303)835-8100.

I accept the quote as detailed above. I acknowledge that I have read and understand all the terms and conditions detailed with this proposal.

Signed: \_\_\_\_\_ for The Cove - Barefoot Lakes

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



*Thank you for this opportunity!*

**Total** \$16,703.47

# TR-MR32R-B

32-CH SMART Series Performance NVR  
with Turing Vision Bridge



## Key Features

- ✓ Turing Vision cloud-ready with included Bridge Hardware
- ✓ Vision Core features - People & Vehicle Attribute Search, LPR & More
- ✓ Cloud storage of event thumbnails and video clips
- ✓ Turing SMART Series IP cameras recommended
- ✓ Third-party IP cameras supported by NVR and Vision cloud
- ✓ Remote maintenance through Turing Vision Cloud
- ✓ Local full time recording on up to 4 SATA HDD
- ✓ Two RJ45; 384 Mbps inbound throughput

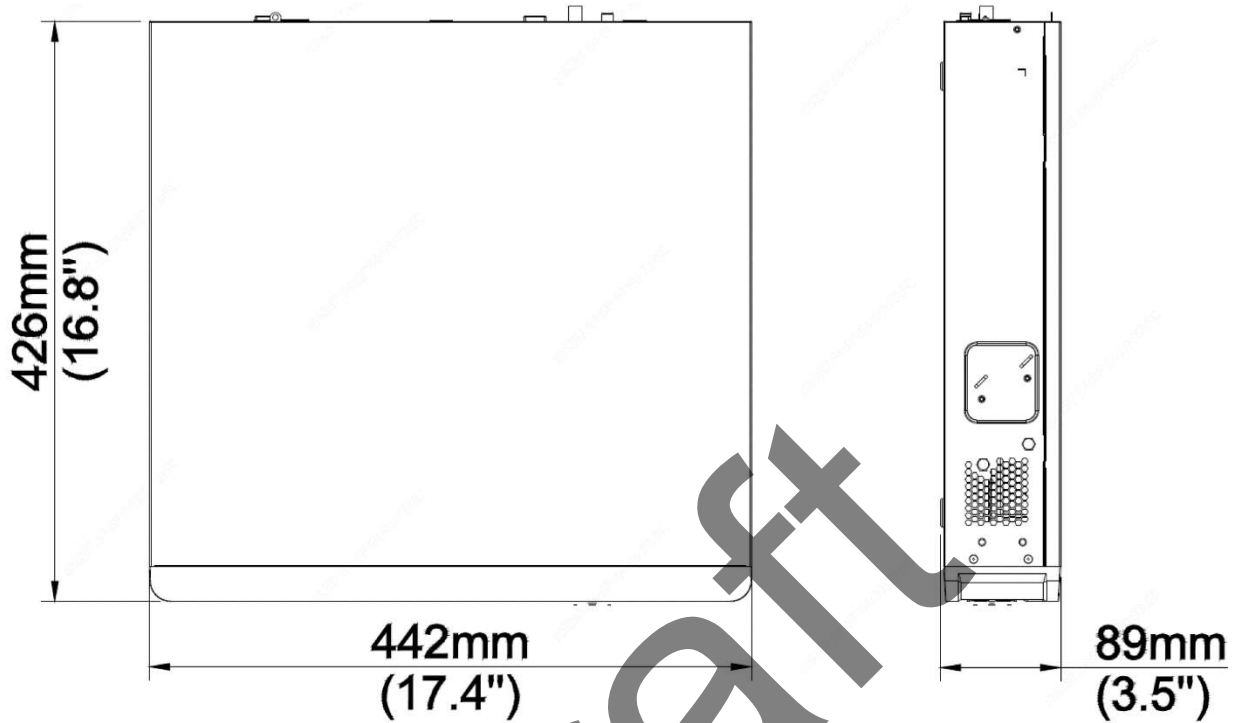


## SPECIFICATIONS

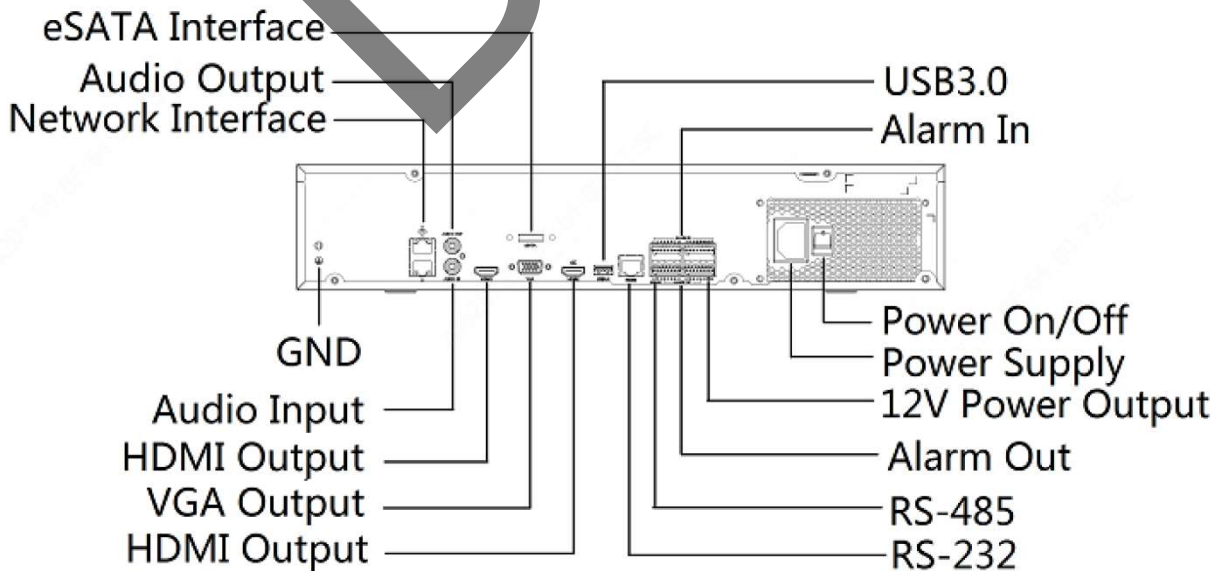
Video/Audio Input		Hard Disk	
IP Video Input	Up to 32 Channels	SATA	4 SATA interfaces
Two-Way Audio Input	1-Ch, RCA	Capacity	Up to 10 TB for each disk
Network		eSATA	1 eSATA interface
Incoming Bandwidth	384 Mbps	Disk Array	
Outgoing Bandwidth	384 Mbps	USB Interface	RAID 1, 5
Remote Users	128	External Interface	
Protocols	P2P, UPnP, NTP, DHCP, PPPoE	Network Interface	2 RJ45 10M/100M/1000M self-adaptive Ethernet Interface
VIDEO/AUDIO		USB Interface	Front panel: 2 x USB2.0 Rear panel: 1 x USB3.0
HDMI/VGA Output	VGA: 1920x1080p/60Hz, 1920x1080p/50Hz, 1600x1200/60Hz, 1280x1024/60Hz, 1280x720/60Hz, 1024x768/60Hz	Serial Interface	1 x RS485, 1 x RS232
	HDMI1/HDMI2(HDMI audio not supported): 4K (3840x2160)/30Hz, 1920x1080p/60Hz, 1920x1080p/50Hz 1600x1200/60Hz, 1280x1024/60Hz, 1280x720/60Hz, 1024x768/60Hz	Alarm In	16-ch
Recording Resolution	12MP/8MP/6MP/5MP/4MP/3MP/1080p/960p/ 720p/D1/2CIF/CIF	Alarm	4-ch
Audio Output	1-ch, RCA	GENERAL	
Synchronous Playback	16-ch	Power Supply	100 ~ 240 V AC Power Consumption: ≤25W(without HDD)
Image Rotation Mode Screen	3/4/5/7/9/10/12/16	Working Environment	-10°C~+ 55°C (+14°F~+131°F), Humidity ≤ 90% RH (non-condensing)
Decoding		Dimensions	442mm x426mm x 89mm (17.4" x 16.8" 3.5")
Decoding Format	Ultra 265, H.265, H.264	Net Weight	≤5.7kg (12.57lb)
Live View Playback	12MP/8MP/6MP/5MP/4MP/3MP/1080p/960p/ 720p/D1/2CIF/CIF	COMPATIBILITY	
Decoding Capability	2 x 12MP@30, 4 x 4K@30, 8 x 4MP@30, 9 x 4MP@25, 16 x 1080p@30	Recommended Turing Cameras	SMART Series
		ONVIF	Supported (S, G, T Profiles)



DIMENSIONS



REAR PANEL



# Turing Specialty 5MPx4 Multisensor Camera

## TF-AMS5AV2E



The Turing TF-AMS5AV2E is a versatile multisensor camera perfect for open areas. Four cameras can be adjusted to look at different angles from within the same housing.

### KEY FEATURES

- 5MP x 4 independently adjustable sensors
- 2.7-13.5mm motorized zoom lens
- Manual pan and tilt adjustment with image rotation
- Built-in surround IR LED for improved low light
- Includes 1.5" threaded pendant cap
- IP66 water resistance, IK10 vandal resistance
- Connects to TURING VISION ® cloud VMS via Turing Smart Series NVR



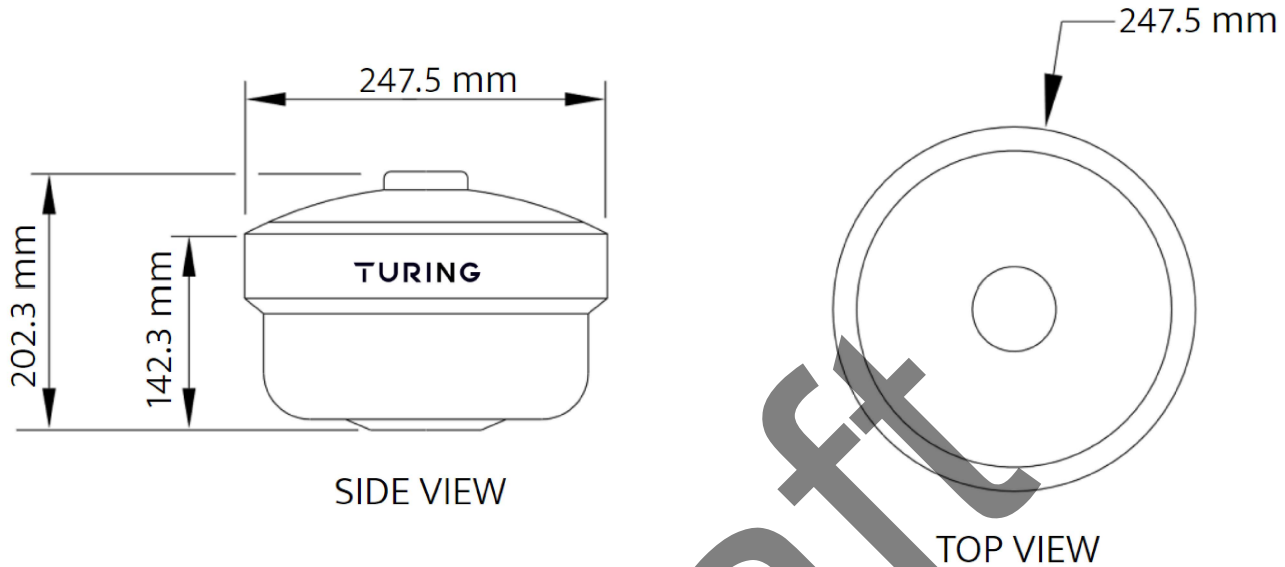
### SPECIFICATIONS

MODEL NUMBER		TF-AMS5AV2E
<b>TURING VISION ® SUPPORT</b>		
TURING VISION ® Cloud VMS	Basic License Included	
Prerequisites	Turing SMART Series NVR & bridge	
Essential and CORE AI License	Supported	
<b>VIDEO &amp; AUDIO</b>		
Image sensor	1/2.8" 5MP x4 CMOS progressive sensors, 20MP combined	
Lens	<b>Focal Length:</b> 4 Motorized Lens 2.7~13.5mm F1.4; <b>Angles of view:</b> H: 107°, V: 77°, D:145°	
Max Resolution & Frame Rate	Main Stream: Max 2592x1944 (4:3 aspect ratio) @ 30 FPS; Default 2560x1440 (16:9 aspect ratio) @ 15 FPS Sub Stream: Max 1920x1080 @ 30 FPS; Default 1280x720 @ 15 FPS Third Stream: Max 640x480 @ 30 FPS; Default 15 FPS	
Minimum Illumination	0.04 lux @F1.2, 1/30s;	
IR LED	<b>Smart IR Range:</b> Max 40M (131ft) surround; <b>Wave Length:</b> 850nm	
Shutter	Auto / Manual 1/7~1/20000 s	
Image Processing	<b>WDR:</b> 120 dB; <b>White Balance:</b> Auto/Manual; <b>Image Rotation:</b> Flip, Mirror, 90° Rotation	
Pan & Tilt Adjustment	Manually adjusted: Pan 360°, Tilt 90°, Rotation ±90°	
Video Encoding	H.265 / H.264 / M-JPEG	
Audio Compression	G.711, 64 Kbps, 8KHz, audio suppression	
Input/Output	<b>Audio In:</b> 1; <b>Audio Out:</b> 1; <b>Alarm In:</b> 1; <b>Alarm Out:</b> 1	
Events	Motion detection, Human and vehicle detection available	
<b>NETWORK ACCESSIBILITY &amp; SECURITY</b>		
Protocols	TCP/IP, UDP, ICMP, IPv4, IPv6, SNMP v2c/v3, QoS, HTTP, HTTPS, SSL, SMTP, FTP, RTSP, UPnP, DNS, NTP, RTP, RTCP, DynDNS	
Compatible Integration	ONVIF (Profile S/G/T/M)	
User/Host	Live Viewing/Administrator for up to 10 clients	
Network	1 RJ45 10/100/1000M Base-TX Auto-adaptive Ethernet	
<b>GENERAL</b>		
Certifications & Environmental	CE/FCC; IP66, IK10	
Power	24V DC, 24V AC, PoE+ Class 4 (IEEE 802.3at); Max. 25.5W	
Dimensions & Weight	Ø 247.5 mm x 142.3 mm (Φ9.75" x 5.60"); 3.4kg (7.5lb)	
Working Environment	-40°C ~ 55°C ( -40°F ~ 131°F )(IR OFF), Humidity: ≤90% RH (non-condensing)	
Storage Environment	40°C ~ 60°C ( -40°F ~ 140°F ), Humidity: ≤90% RH (non-condensing)	
Reset Button	Preset	
Local Storage	2x microSD slots (reserved), up to 1TB	

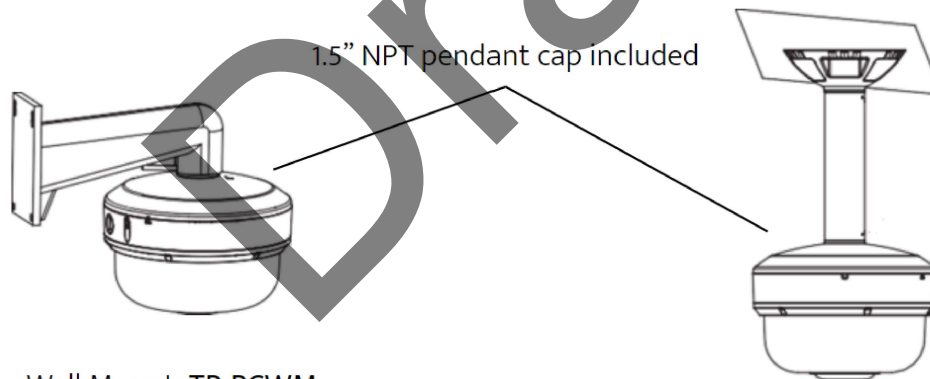
# Turing Specialty 5MPx4 Multisensor Camera TF-AMS5AV2E



## DIMENSIONS



## MOUNTING ACCESSORIES



Wall Mount: TP-PCWM

Junction Box (Optional): TP-PCJB

Pole Mount (Optional): TP-PCPLM

Corner Mount (Optional): TP-PCCM

\*TP-PCPLM & TP-PCCM can be used with or without TP-PCJB

Pendant Mount Base 200mm: TP-PCPDMB

Pendant Extension 200mm (Optional): TP-PCPDM2

Pendant Extension 500mm (Optional): TP-PCPDM5

Parapet Mount (Not Shown): TP-PCPRM



# TP-MFD5A28

5MP HD TwilightVision™ IR Fixed Dome Network Camera



## Key Features

- ✓ 1/2.7" progressive scan CMOS
- ✓ TwilightVision™
- ✓ Max. 5MP(2880×1620) @30/25fps resolution
- ✓ Turing cloud-ready with Smart NVR series and Turing bridge/servers
- ✓ Support 256 G microSD card
- ✓ Smart IR up to 30m
- ✓ IP67, WDR, PoE, IK10

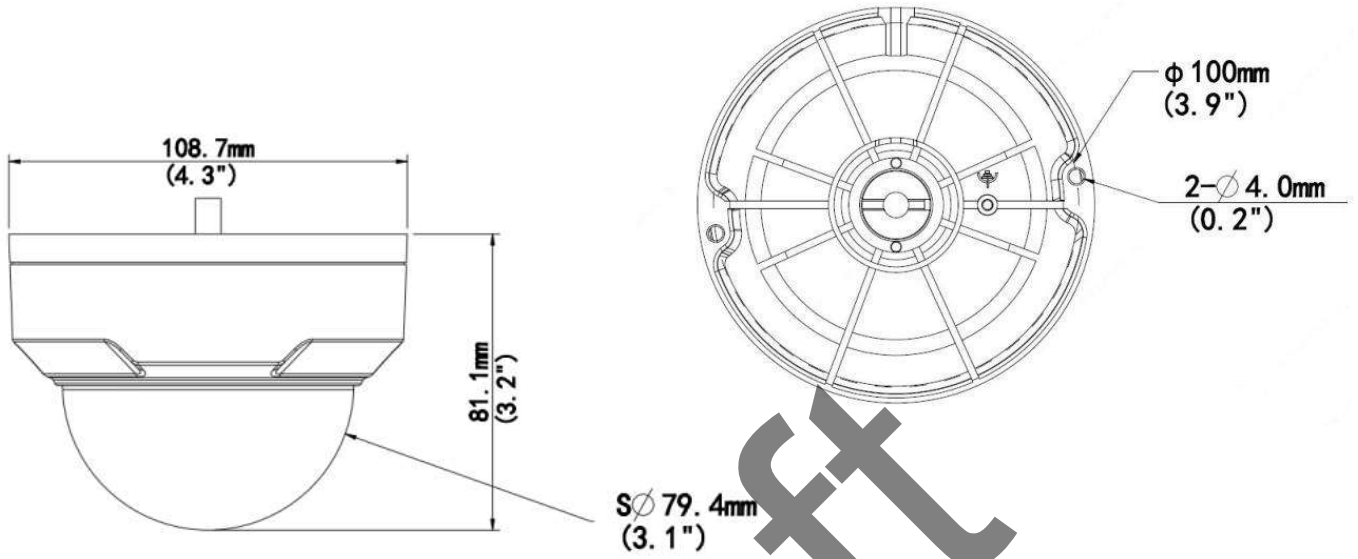


## SPECIFICATIONS

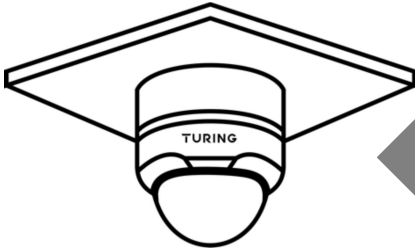
CAMERA		INTERFACES	
IMAGE SENSOR	1/2.7", 5.0 megapixel, progressive scan, CMOS	LOCAL STORAGE	microSD, up to 256GB
LENS	2.8mm@F1.6	AUDIO I/O	Input: impedance 35kΩ; amplitude 2V [p-p] Output: impedance 600Ω; amplitude 2V [p-p]
ANGLE OF VIEW (H)	96.1 °	ALARM I/O	1/1
ADJUSTMENT ANGLE	Pan:3° ~ 360°, Tilt:0° ~ 68°, Rotate:3° ~ 360°	NETWORK INTERFACE	1 RJ45 10M/100M Base-TX Ethernet
ELECTRONIC SHUTTER	Auto/Manual, 1 ~ 1/100000s	NETWORK PROTOCOLS	IPv4, IGMP, ICMP, ARP, TCP, UDP, DHCP, RTP, RTSP, RTCP, DNS, DDNS, NTP, FTP, UPnP, HTTP, HTTPS, SMTP, SSL, SNMP
MINIMUM ILLUMINATION	Color: 0.003Lux (F1.6, AGC ON), 0Lux with IR	3RD-PARTY COMPATIBILITY	ONVIF (Profile S, Profile G, Profile T), API
DAY/NIGHT	IR-cut filter with auto switch (ICR)	SUPPORTED BROWSER	Plug-in required live view: IE9+, Chrome 41 and below, Firefox 52 and below. Plug-in free live view: Chrome 57.0+, Firefox 58.0+, Edge 16+, Safari 11+
S/N RATIO	>56dB	CERTIFICATIONS	
IR RANGE	Up to 30m (98ft) IR range	CERTIFICATIONS	CE: EN 60950-1 UL: UL60950-1 FCC: FCC Part 15
IR WAVELENGTH	850nm	GENERAL	
WIDE DYNAMIC RANGE	120 dB	POWER REQUIREMENT	DC 12V±25%, PoE (IEEE 802.3af)
VIDEO & AUDIO		POWER CONSUMPTION	Max 4.5W
VIDEO COMPRESSION	Ultra 265, H.265, H.264, MJPEG	DIMENSIONS	Φ108.7 x 81.1mm (Φ 4.3" x 3.2")
RESOLUTION & FRAME RATE	Main Stream: 5MP (2880*1620), Max 30fps; 4MP (2560*1440), Max 30fps; 3MP (2304*1296), Max 30fps; 1080P (1920*1080), Max 30fps  Sub Stream: 720P (1280*720), Max 30fps; D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps  Third Stream: D1 (720*576), Max 30fps; 640*360, Max 30fps; 2CIF(704*288), Max 30fps; CIF(352*288), Max 30fps	NET WEIGHT	0.425kg (0.93lbs)
IMAGE ROTATION	Supported	MATERIAL	Metal +Plastic
WHITE BALANCE	Auto/Outdoor/Fine Tune/Sodium Lamp/Locked/Auto2	WORKING ENVIRONMENT	-30°C ~ 60°C (-22°F ~ 140°F), Humidity: ≤95% RH (non-condensing)
NOISE REDUCTION	2D/3D DNR	WATER PROTECTION	IP67
AUDIO COMPRESSION	G.711	VANDAL PROTECTION	IK10
AUDIO SAMPLING RATE	8KHZ	COMPATIBLE NVRs	
VIDEO INTELLIGENCE	Line crossing detection, Intrusion detection, enter area detection, exit area detection, and face capture	Turing Smart NVR series, including TR-MRP042T, TR-MRP082T, TR-MRP164T, and TR-MRP328T	



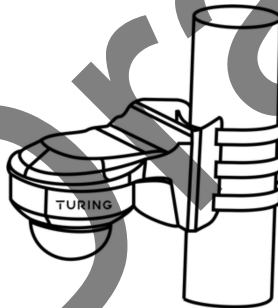
### DIMENSIONS



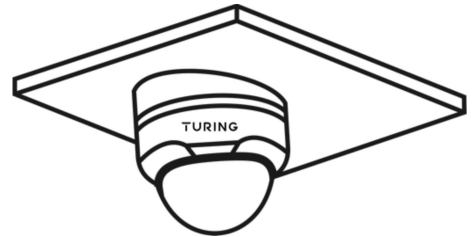
### MOUNTING



Junction Box: TP-EFDJB



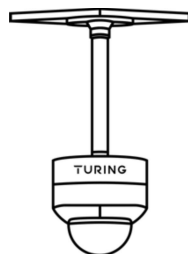
Pole Mount: TP-UDPM



Tilted Mount: TP-EFDTM

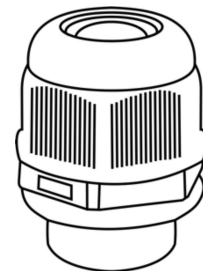


Wall Mount: TP-EFDWM



Pole Mount: TP-AIPMB

Junction Box: TP-EFDJB



Optional Cable Gland: TP-UWPJ

Optional Extensions: TP-IPME2 (9") & TP-IPME5 (22")





## TERMS AND CONDITIONS OF MEMBERSHIP

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with OMNIA Partners, Public Sector, Inc., a Delaware corporation f/k/a National Intergovernmental Purchasing Alliance Company; Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities, and/or NCPA LLC, a Texas limited liability company d/b/a National Cooperative Purchasing Alliance (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other agencies (“**Participating Public Agencies**”), as defined in each Master Agreement (as defined below), who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

### RECITALS

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject

to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA

PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

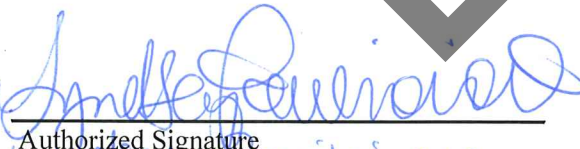
12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:**  
**OMNIA PARTNERS, PUBLIC SECTOR, INC.**

  
\_\_\_\_\_  
Authorized Signature  
Christopher Bremner  
\_\_\_\_\_  
Name  
President, St Vrain Lakes Metro District #1  
\_\_\_\_\_  
Title and Agency Name  
06/27/2024  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature  
Sarah E. Vavra  
\_\_\_\_\_  
Name  
Sr. Vice President, Public Sector Contracting  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Authorized Signature  
Anneli Savolainen  
\_\_\_\_\_  
Name  
Director, St. vrain Lakes Metro District # 1  
\_\_\_\_\_  
Title and Agency Name  
06/27/2024  
\_\_\_\_\_  
Date



QUOTATION

May 30, 2024

St Vrain Metro District
c/o Brookfield Properties Development
Janelle Kelley, Development Manager Land & Housing
303-214-6337
Janelle.kelley@brookfieldpropertiesdevelopment.com

Project: Barefoot Lakes Filing No. 6, Firestone, St Vrain Metro District Playground

We are pleased to submit this quotation to supply the following items:

Description

KOMPAN Lets Play

Table with 2 columns: Item Description and Price. Items include Wizards Double Tower Fortress, Double Swing, Balance Poles, Triple Balance Beam, Waterlilies Balance Posts, Equipment Total, Omnia Partners Cooperative Discount, Freight, and Total.

Terms: 50% Down/Balance due upon receipt of equipment. A 1.5% per month finance charge may be imposed on all past due accounts. Pricing does not include any state or local taxes, permits, inspections, bonds, and/or prevailing wage rates.

Ship Date: Order will ship approximately 10 weeks upon receipt of acceptance.

Installation: By others. The owner or owner's installer is responsible for off-loading equipment and for noting any damage, potential damage, and/or missing equipment on bill of lading.

This quotation is valid for 30 days. Thank you for the opportunity to provide this quote!

Handwritten signature of customer

7-2-2024

Accepted by Customer

Date

Print Name: Christopher Baumann

Purchase Order Number

Handwritten signature and date: Wynsey Paavilainen 7/2/2024

SVMD Attest

Date

Handwritten signature: Wynsey Paavilainen

Summit Recreation
Lakewood :: Grand Junction
303-465-2286 office

Print Name

www.SummitRecreation.com :: sales@summitrecreation.com

**INDEPENDENT CONTRACTOR AGREEMENT  
(RECREATION SERVICES)**

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This INDEPENDENT CONTRACTOR AGREEMENT, including any and all exhibits attached hereto (the “**Agreement**”), is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2024, by and between ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and ROCKY MOUNTAIN PADDLEBOARD, LLC, a Colorado limited liability company (the “**Contractor**”). The District and the Contractor are referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

**RECITALS**

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating, and maintaining certain public facilities and improvements for itself, its taxpayers, residents, and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(i), C.R.S., the District is empowered to appoint, hire, and retain agents, employees, engineers, and attorneys; and

WHEREAS, the District desires to engage the Contractor to perform certain services as are needed by the District to serve the property within and without its boundaries; and

WHEREAS, the Contractor has represented that it has the professional experience, skill, and resources to perform the services, as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and stipulations set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

**TERMS AND CONDITIONS**

1. **SCOPE OF SERVICES; PERFORMANCE STANDARDS.** The Contractor shall perform the services described in **Exhibit A**, attached hereto and incorporated herein by this reference (the “**Services**”): (a) in a professional manner, to the satisfaction of the District, using the degree of skill and knowledge customarily employed by other professionals performing similar services; (b) within the time period and pursuant to the Scope of Services specified in said **Exhibit A**; and (c) using reasonable commercial efforts to minimize any annoyance, interference, or disruption to the residents, tenants, occupants, and invitees within the District. **Exhibit A** may take any form, including forms which may include price and payment terms. In the event of any conflict between terms set forth in the body of this Agreement and terms set forth in **Exhibit A**, the terms in the body of this Agreement shall govern. Contractor shall have no right or authority, express or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate



the District in any manner whatsoever, except to the extent specifically provided in this Agreement (including **Exhibit A**) or through other authorization expressly delegated to or authorized by the District through its Board of Directors.

2. TERM/RENEWAL. This Agreement shall be effective as of the dated date hereof and shall terminate on the earlier to occur of: (i) termination pursuant to Section 15 hereof; (ii) completion of the Services; or (iii) December 31, 2024. Additional one (1) year terms may be added with the written consent of both Parties.

3. ADDITIONAL SERVICES. The District may, in writing, request the Contractor provide additional services not set forth in **Exhibit A**. The terms and conditions of the provision of such services shall be subject to the mutual agreement of the Contractor and the District pursuant to a written service/work order executed by an authorized representative of the District and the Contractor or an addendum to this Agreement. To the extent additional services are provided pursuant to this Section 3, the terms and conditions of this Agreement relating to Services shall also apply to any additional services rendered.

4. REPAIRS/CLAIMS. The Contractor shall notify the District immediately of any and all damage caused by the Contractor to District property and that of third parties. The Contractor will promptly repair or, at the District's option, reimburse the District for the repair of any damage to property caused by the Contractor or its employees, agents, or equipment. In addition, the Contractor shall promptly notify the District of all potential claims of which it becomes aware. The Contractor further agrees to take all reasonable steps to preserve all physical evidence and information, which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the District the opportunity to review and inspect such evidence, including the scene of any damage or accidents. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Services and shall provide all reasonable protection to prevent damage or injury to persons and property, including any material and equipment related to the Services, whether in storage on or off site, under the care, custody, or control of the Contractor or any of its subcontractors.

5. GENERAL PERFORMANCE STANDARDS.

a. The Contractor has by careful examination ascertained: (i) the nature and location of the Services; (ii) the configuration of the ground on which the Services are to be performed; (iii) the character, quality, and quantity of the labor, materials, equipment, and facilities necessary to complete the Services; (iv) the general and local conditions pertaining to the Services; and (v) all other matters which in any way may affect the performance of the Services by the Contractor. Contractor enters into this Agreement solely because of the results of such examination and not because of any representations pertaining to the Services or the provision thereof made to it by the District or any agent of the District and not contained in this Agreement. The Contractor represents that it has or shall acquire the capacity and the professional experience and skill to perform the Services and that the Services shall be performed in accordance with the standards of care, skill, and diligence provided by competent professionals who perform services of a similar nature to those specified in this Agreement. If competent professionals find that the Contractor's performance of the Services does not meet this standard, the Contractor shall, at the

District's request, re-perform the Services not meeting this standard without additional compensation.

b. The Contractor shall use reasonable commercial efforts to perform and complete the Services in a timely manner. If performance of the Services by the Contractor is delayed due to factors beyond the Contractor's reasonable control, or if conditions of the scope or type of services are expected to change, Contractor shall give prompt notice to the District of such a delay or change and receive an equitable adjustment of time, as negotiated between the Parties.

c. The Services provided under this Agreement shall be adequate and sufficient for the intended purposes and shall be completed in a good and workmanlike manner.

d. The Contractor agrees that it has complied and will continue to comply with all Laws while providing Services under this Agreement. "Laws" means: (i) federal, state, county, and local or municipal body or agency laws, statutes, ordinances, and regulations; (ii) any licensing, bonding, and permit requirements; (iii) any laws relating to storage, use, or disposal of hazardous wastes, substances, or materials; (iv) rules, regulations, ordinances, and/or similar directives regarding business permits, certificates, and licenses; (v) regulations and orders affecting safety and health, including but not limited to the Occupational Safety and Health Act of 1970; (vi) Wage and Hour laws, Worker Compensation laws, and immigration laws; and (vii) rules and regulations of the Colorado Department of Public Health and Environment..

e. The responsibilities and obligations of the Contractor under this Agreement shall not be relieved or affected in any respect by the presence of any agent, consultant, sub-consultant, or employee of the District. Review, acceptance, or approval by the District of the Services performed or any documents prepared by the Contractor shall not relieve the Contractor of any responsibility for deficiencies, omissions, or errors in said Services or documents, nor shall it be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

6. **BILLING**. Contractor shall bill users directly using its own payment collection system and shall not be additionally compensated by the District as further described in **Exhibit A**.

7. **INDEPENDENT CONTRACTOR**. The Contractor is an independent contractor and nothing in this Agreement shall constitute or designate the Contractor or any of its employees or agents as employees or agents of the District. The Contractor shall have full power and authority to select the means, manner, and method of performing its duties under this Agreement, without detailed control or direction from the District, and shall be responsible for supervising its own employees or subcontractors. The District is concerned only with the results to be obtained. The District shall not be obligated to secure, and shall not provide, any insurance coverage or employment benefits of any kind or type to or for the Contractor or its employees, sub-consultants, contractors, agents, or representatives, including coverage or benefits related but not limited to: local, state or federal income, or other tax contributions, insurance contributions (e.g. FICA taxes), workers' compensation, disability, injury, health or life insurance, professional liability insurance, errors and omissions insurance, vacation or sick-time benefits, retirement account contributions, or any other form of taxes, benefits, or insurance. The Contractor shall be responsible for its safety,

and the safety of its employees, sub-contractors, agents, and representatives. All personnel furnished by the Contractor will be deemed employees or sub-contractors of the Contractor and will not for any purpose be considered employees or agents of the District. **The Contractor is not entitled to worker's compensation benefits or unemployment insurance benefits, unless unemployment compensation coverage is provided by the Contractor or some other entity other than the District, and the Contractor is obligated to pay federal and state income taxes on moneys by it earned pursuant to this Agreement.**

8. **EQUAL OPPORTUNITY.** This Agreement is subject to all applicable laws and executive orders relating to equal opportunity and non-discrimination in employment and the Contractor represents and warrants that it will not discriminate in its employment practices in violation of any such applicable law or executive order.

9. **CONTRACTOR'S INSURANCE.**

a. The Contractor shall acquire and maintain, at its sole cost and expense, during the entire term of this Agreement, insurance coverage in the minimum amounts set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. A waiver of subrogation and rights of recovery against the District, its directors, officers, employees, and agents is required for Commercial General Liability and workers' compensation coverage. The Commercial General Liability policy will be endorsed to name the District as an additional insured. All coverage provided pursuant to this Agreement shall be written as primary policies, not contributing with and not supplemental to any coverage that the District may carry, and any insurance maintained by the District shall be considered excess. The District shall have the right to verify or confirm, at any time, all coverage, information, or representations contained in this Agreement.

b. Prior to commencing any work under this Agreement, the Contractor shall provide the District with a certificate or certificates evidencing the policies required by this Agreement, as well as the amounts of coverage for the respective types of coverage, which certificate(s) shall be attached hereto as **Exhibit B-1**. If the coverage required expires during the term of this Agreement, the Contractor shall provide replacement certificate(s) evidencing the continuation of the required policies.

c. The Contractor's failure to purchase the required insurance shall not serve to release it from any obligations contained in this Agreement, nor shall the purchase of the required insurance serve to limit the Contractor's liability under any provision in this Agreement. The Contractor shall be responsible for the payment of any deductibles on issued policies.

10. **CONFIDENTIALITY AND CONFLICTS.**

a. **Confidentiality.** Any information deemed confidential by the District and given to the Contractor by the District, or developed by the Contractor as a result of the performance of a particular task, shall remain confidential. In addition, the Contractor shall hold in strict confidence, and shall not use in competition, any information which the Contractor becomes aware of under or by virtue of this Agreement which the District deems confidential, or which the District has agreed to hold confidential, or which, if revealed to a third party, would reasonably be construed to be contrary to the interests of the District. Confidential information

shall not include, however, any information which is: (i) generally known to the public at the time provided to the Contractor; (ii) provided to the Contractor by a person or entity not bound by confidentiality to the District; or (iii) independently developed by the Contractor without use of the District's confidential information. During the performance of this Agreement, if the Contractor is notified that certain information is to be considered confidential, the Contractor agrees to enter into a confidentiality agreement in a form reasonably acceptable to the District and the Contractor. The Contractor agrees that any of its employees, agents, or subcontractors with access to any information designated thereunder as confidential information of the District shall agree to be bound by the terms of such confidentiality agreement.

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

c. Conflicts. Prior to the execution of, and during the performance of this Agreement and prior to the execution of future agreements with the District, the Contractor agrees to notify the District of conflicts known to the Contractor that impact the Contractor's provision of Services to the District.

11. OWNERSHIP OF DOCUMENTS. All documents produced by or on behalf of the Contractor prepared pursuant to this Agreement, including, but not limited to, all maps, plans, drawings, specifications, reports, electronic files, and other documents, in whatever form, shall remain the property of the District under all circumstances, upon payment to the Contractor of the invoices representing the work by which such materials were produced. At the District's request the Contractor will provide the District with all documents produced by or on behalf of the Contractor pursuant to this Agreement. The Contractor shall maintain electronic and reproducible copies on file of any such instruments of service involved in the Services for a period of two (2) years after termination of this Agreement, shall make them available for the District's use and shall provide such copies to the District upon request at no cost.

12. LIENS AND ENCUMBRANCES. The Contractor shall not have any right or interest in any District assets, or any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated in this Agreement. The Contractor, for itself, hereby waives and releases any and all statutory or common law mechanic's, materialmen's, or other such lien claims, or rights to place a lien upon the District's property or any improvements thereon in connection with any Services performed under or in connection with this Agreement, and the Contractor shall cause all permitted subcontractors, suppliers, materialmen, and others claiming by, through, or under the Contractor to execute similar waivers prior to commencing any work or providing any materials in connection with the Services. The

Contractor further agrees to execute a sworn affidavit respecting the payment and lien releases of all subcontractors, suppliers, and materialmen, and release of lien respecting the Services at such time or times and in such form as may be reasonably requested by the District. The Contractor will provide indemnification against all such liens for labor performed and/or materials supplied or used by the Contractor and/or any other person in connection with the Services undertaken by the Contractor, in accordance with Section 13, below.

13. INDEMNIFICATION.

a. The Contractor shall defend, indemnify, and hold harmless the District and each of its directors, officers, contractors, employees, agents, and consultants (collectively, the “**District Indemnitees**”), from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses (the “**Claims**”), including reasonable legal expenses and attorneys’ fees actually incurred, by the District Indemnitees arising directly or indirectly, in whole or in part, out of the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Contractor or any of its subcontractors, officers, agents, or employees, in connection with this Agreement and/or the Contractor’s performance of the Services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Contractor is not obligated to indemnify the District Indemnitees for the negligence of the District or the negligence of any other District Indemnitee, except the Contractor. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation, or benefits payable by or for the Contractor under workers’ compensation acts, disability acts, or other employee benefit acts, provided that in no event shall the Contractor be liable for special/consequential or punitive damages.

b. In the event the Contractor fails to assume the defense of any Claims under this Section 13 within fifteen (15) days after notice from the District of the existence of such Claim, the District may assume the defense of the Claim with counsel of its own selection, and the Contractor will pay all reasonable expenses of such counsel. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation.

c. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in Section 13. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

14. ASSIGNMENT. The Contractor shall not assign this Agreement or parts thereof, or its respective duties, without the express written consent of the District. Any attempted assignment of this Agreement in whole or in part with respect to which the District has not consented, in writing, shall be null and void and of no effect whatsoever.

15. TERMINATION. In addition to the termination provisions contained in Section 2, above, this Agreement may be terminated for convenience by the Contractor upon delivery of

thirty (30) days' prior written notice to the District and by the District by giving the Contractor thirty (30) days' prior written notice. Each Party may terminate this Agreement for cause at any time upon written notice to the other Party setting forth the cause for termination and the notified Party's failure to cure the cause to the reasonable satisfaction of the Party given such notice within the cure period set forth in Section 16. Should either Party to this Agreement be declared bankrupt, make a general assignment for the benefit of creditors, or commit a substantial and material breach of this Agreement in the view of the other Party, said other Party shall be excused from rendering or accepting any further performance under this Agreement. In the event of termination of this Agreement, the Contractor shall cooperate with the District to ensure a timely and efficient transition of all work and work product to the District or its designees. All time, fees, and costs associated with such transition shall not be billed by the Contractor to the District.

16. **DEFAULT.** If either Party fails to perform in accordance with the terms, covenants, and conditions of this Agreement, or is otherwise in default of any of the terms of this Agreement, the non-defaulting party shall deliver written notice to the defaulting party of the default, at the address specified in Section 17 below, and the defaulting party will have ten (10) days from and after receipt of the notice to cure the default. If the default is not of a type which can be cured within such ten (10)-day period and the defaulting party gives written notice to the non-defaulting party within such ten (10)-day period that it is actively and diligently pursuing a cure, the defaulting party will have a reasonable period of time given the nature of the default following the end of the ten (10)-day period to cure the default, provided that the defaulting party is at all times within the additional time period actively and diligently pursuing the cure. If any default under this Agreement is not cured as described above, the non-defaulting party will, in addition to any other legal or equitable remedy, have the right to terminate this Agreement and enforce the defaulting party's obligations pursuant to this Agreement by an action for injunction or specific performance.

17. **NOTICES.** Any notice or communication required under this Agreement must be in writing, and may be given personally, sent via nationally recognized overnight carrier service, or by registered or certified mail, return receipt requested. If given by registered or certified mail, the same will be deemed to have been given and received on the first to occur of: (i) actual receipt by any of the addressees designated below as the party to whom notices are to be sent; or (ii) three days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If personally delivered or sent via nationally recognized overnight carrier service, a notice will be deemed to have been given and received on the first to occur of: (i) one business day after being deposited with a nationally recognized overnight air courier service; or (ii) delivery to the party to whom it is addressed. Any party hereto may at any time, by giving written notice to the other party hereto as provided in this Section 17 of this Agreement, designate additional persons to whom notices or communications will be given, and designate any other address in substitution of the address to which such notice or communication will be given. Such notices or communications will be given to the parties at their addresses set forth below:

District:

ST. VRAIN LAKES METROPOLITAN  
DISTRICT NO. 1  
c/o Pinnacle Consulting Group, Inc.  
550 W. Eisenhower Blvd

Loveland CO, 80537  
 Attention: Kenny Parrish  
 Phone: (970) 669-3611  
 Email: kennyp@pcgi.com

With a Copy to:

WHITE BEAR ANKELE TANAKA & WALDRON  
 2154 E. Commons Ave., Suite 2000  
 Centennial, CO 80122  
 Attention: Blair M. Dickhoner  
 Phone: (303) 858-1800  
 E-mail: bdickhoner@wbapc.com

Contractor:

ROCKY MOUNTAIN PADDLEBOARD,  
 LLC  
 3231 Osceola St.  
 Denver, CO 80212  
 Phone: (720) 943-1132  
 Email: info@rockymtnpaddleboard.com

18. AUDITS. The District shall have the right to audit, with reasonable notice, any of the Contractor's books and records solely as are necessary to substantiate any invoices and payments under this Agreement (including, but not limited to, receipts, time sheets, payroll, and personnel records) and the Contractor agrees to maintain adequate books and records for such purposes during the term of this Agreement and for a period of two (2) years after termination of this Agreement and to make the same available to the District at all reasonable times and for so long thereafter as there may remain any unresolved question or dispute regarding any item pertaining thereto.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties hereto relating to the Services, and sets forth the rights, duties, and obligations of each to the other as of this date, and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to the Services, whether written or oral. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both the Contractor and the District.

20. BINDING AGREEMENT. This Agreement shall inure to and be binding on the heirs, executors, administrators, successors, and assigns of the Parties hereto.

21. NO WAIVER. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other of the provisions of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in this Agreement, nor shall the waiver of any default be deemed a waiver of any subsequent default.

22. GOVERNING LAW.

a. Venue. Venue for all actions arising from this Agreement shall be in the District Court in and for the county in which the District is located. The Parties expressly and irrevocably waive any objections or rights which may affect venue of any such action, including, but not limited to, *forum non-conveniens* or otherwise. At the District's request, the Contractor shall carry on its duties and obligations under this Agreement during any legal proceedings and the District shall continue to pay for the Services performed under this Agreement until and unless this Agreement is otherwise terminated.

b. Choice of Law. Colorado law shall apply to any dispute, without regard to conflict of law principles that would result in the application of any law other than the law of the State of Colorado.

c. Litigation. At the District's request, the Contractor will consent to being joined in litigation between the District and third parties, but such consent shall not be construed as an admission of fault or liability. The Contractor shall not be responsible for delays in the performance of the Services caused by factors beyond its reasonable control including delays caused by Act of God, accidents, failure of any governmental or other regulatory authority to act in a timely manner, or failure of the District to furnish timely information or to approve or disapprove of Contractor's Services in a timely manner.

23. GOOD FAITH OF PARTIES. In the performance of this Agreement, or in considering any requested approval, acceptance, consent, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, consent, or extension of time required or requested pursuant to this Agreement.

24. SUBJECT TO ANNUAL APPROPRIATION AND BUDGET. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The Contractor expressly understands and agrees that the District's obligations under this Agreement shall extend only to monies appropriated for the purposes of this Agreement by the Board and shall not constitute a mandatory charge, requirement, or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or to create a lien on any class or source of District funds. The District's obligations under this Agreement exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this Agreement.

25. 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 the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, *et seq.*, C.R.S.



26. NEGOTIATED PROVISIONS. This Agreement shall not be construed more strictly against one Party than against the other merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being acknowledged that each Party has contributed to the preparation of this Agreement.

27. SEVERABILITY. If any portion of this Agreement is declared by any court of competent jurisdiction to be invalid, void, or unenforceable, such decision shall not affect the validity of any other portion of this Agreement which shall remain in full force and effect, the intention being that such portions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Agreement a provision similar in terms to such illegal, invalid, or unenforceable provision so that the resulting reformed provision is legal, valid, and enforceable.

28. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party on such Agreement. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

29. OPEN RECORDS. 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.

30. WARRANTY. The Contractor shall and does by this Agreement guarantee and warrant that all workmanship, materials, and equipment furnished, installed, or performed for the accomplishment of the Services (collectively, the “**Work**”) will be of good quality and new, unless otherwise required or permitted by this Agreement. The Contractor further warrants that the Work will conform to all requirements of this Agreement and all other applicable laws, ordinances, codes, rules, and regulations of any governmental authorities having jurisdiction over the Work. All Services are subject to the satisfaction and acceptance of the District., Such warranties set forth in this Agreement are in addition to, and not in lieu of, any other warranties prescribed by Colorado law.

31. TAX EXEMPT STATUS. The District is exempt from Colorado state sales and use taxes. Accordingly, taxes from which the District is exempt shall not be included in any invoices submitted to the District. The District shall, upon request, furnish Contractor with a copy of its certificate of tax exemption. Contractor and subcontractors shall apply to the Colorado Department of Revenue, Sales Tax Division, for an Exemption Certificate and purchase materials tax free. The Contractor and subcontractors shall be liable for exempt taxes paid due to failure to apply for Exemption Certificates or for failure to use said certificate.

32. COUNTERPART EXECUTION. This Agreement may be executed in several counterparts, each of which may be deemed an original, but all of which together shall constitute one and the same instrument. Executed copies hereof may be delivered by facsimile or email of a PDF document, and, upon receipt, shall be deemed originals and binding upon the signatories

hereto, and shall have the full force and effect of the original for all purposes, including the rules of evidence applicable to court proceedings.

*[Signature pages follow].*

Draft

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date first above written. By the signature of its representative below, each Party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

**DISTRICT:**  
ST. VRAIN LAKES METROPOLITAN  
DISTRICT NO. 1, a quasi-municipal  
corporation and political subdivision of the  
State of Colorado

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel for the District

Draft

*District’s Signature Page to Independent Contractor Agreement for Recreation Services with  
Rocky Mountain Paddleboard, LLC, dated \_\_\_\_\_, 2024*

**CONTRACTOR:**  
ROCKY MOUNTAIN PADDLEBOARD, LLC  
a Colorado limited liability company

\_\_\_\_\_

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

\_\_\_\_\_  
Title

STATE OF COLORADO )

COUNTY OF \_\_\_\_\_ ) ss.

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_  
20\_\_\_\_, by \_\_\_\_\_, as the \_\_\_\_\_ of Rocky Mountain  
Paddleboard, LLC.

Witness my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Draft

*Contractor's Signature Page to Independent Contractor Agreement for Recreation Services  
with St. Vrain Lakes Metropolitan District No. 1, dated [\_\_\_\_\_] , 2024*

## EXHIBIT A

### SCOPE OF SERVICES

- I. **SERVICES PROVIDED:** The Contractor agrees to offer outdoor recreational water programs to include watercraft equipment rentals and watercraft instruction sessions/classes, and related administration and management services at the East Lake at Barefoot Lakes for the District, District residents, and general public.
- A. The Contractor will offer watercraft rental operations the following operating days and hours:
- i. 2024 Season:  
7/13/2024-10/1/2024  
Saturdays & Sundays  
10:00 am – 5:00 pm
  - ii. Contractor may adjust end of season operations due to weather and seasonal conditions upon coordination with the District. Operations shall not extend past October 31<sup>st</sup>.
- B. The Contractor may offer watercraft sessions/classes subject to staffing availability. Sessions/classes will be available to District residents and the general public and participants will be required to register for session/class in accordance with Contractor's registration policies.
- C. The Contractor may visually inspect personal watercrafts launching from Dock for District Watercraft Registration stickers and educate users without registered watercraft where to register Watercraft prior to using Lake. The Contractor is not a District Enforcement Officer.
- II. **LOCATION:** The Contractor may only operate and provide outdoor recreational water programs in the East Lake. The Contractor will conduct operations from the Pier with operating accessories such as trailer, pop-up tent, table and additional equipment as agreed to by the District. The Contractor shall launch all equipment from the Dock. Diagram of Pier and operating accessories placement attached hereto as **Attachment 1**. Permanent or temporary improvements needed or required to conduct operations from the Pier will be subject to District approval.
- III. **EQUIPMENT:** The Contractor is responsible for providing, maintaining and repairing necessary number of watercrafts, oars, anchors, personal life safety flotation devices, storage trailer, and any other equipment necessary to facilitate outdoor recreational water programs. The Contractor will not be responsible for repairing
- IV. **STORAGE:** During operating hours, the Contractor may tether watercrafts to the Dock

when not in use. Outside of operating hours, the contractor will store equipment onsite in an enclosed trailer near the location specified by the District as identified in **Attachment 1**.

V. **RATE SCHEDULE.** Contractor will set rental rates and session/class rates and collect and process participant payments. The following rates have been set by the Contractor:

<b>Rental</b>	<b>District Resident Rate</b>	<b>Non-Resident Rate</b>
Paddle Board- Single	\$20.00- 1 hour \$35.00- 2 hours	\$35.00- 1 hour \$50.00 – 2 hours
Paddle Board- Double		
Kayak- Single		
Kayak- Double		
Class/Session	\$30.00	\$45.00

- A. Contractor will inform Engagement Manager in any change in rates.
- B. Contractor may coordinate with the District to provide additional District residency discounts, vouchers, special rates, and District Resident only session or classes.

VI. **RESPONSIBILITIES.** The Contractor shall be responsible for the following:

- A. The Contractor shall comply with any applicable State of Colorado licensing and certification requirements and maintain required State of Colorado license(s) and or certifications which must be on file with the District at all times.
- B. The Contractor shall be responsible for the management, administrative, and accounting services required to maintain Independent Contractor operations and services subject to this Agreement.
- C. The Contractor will obtain signed District provided liability waivers from participants prior to rentals as required by the District.
- D. Contractor shall maintain clean equipment required for rentals and session/classes
- E. Contractor shall ensure that all participants are abiding by District Lake Use Policies and Procedures to include only use of East Lake and launching from District allowed locations.

F. Provide consistent communication with the District regarding operations and concerns.

Draft

**Attachment 1**

DIAGRAM

Draft



## EXHIBIT B

### INSURANCE REQUIREMENTS

NOTE: All insurance required and provided hereunder shall also comply with the provisions of Section 9 of this Agreement.

1. Standard Worker's Compensation and Employer's Liability Insurance covering all employees of Contractor involved with the performance of the Services, with policy amounts and coverage in compliance with the laws of the jurisdiction in which the Services will be performed.
2. 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 designated location, general aggregate; and \$1,000,000 umbrella. Such insurance will include coverage for contractual liability, personal injury, and broad form property damage, and shall include all major divisions of coverage and be on a comprehensive basis including, but not limited to:
  - a. premises operations;
  - b. personal injury liability without employment exclusion;
  - c. limited contractual;
  - d. broad form property damages, including completed operations;
  - e. medical payments;
  - f. products and completed operations;
  - g. independent consultants coverage; and
  - h. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction consultant.

**This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**

3. 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. **This policy must include coverage extensions to cover the indemnification obligations contained in this Agreement to the extent caused by or arising out of bodily injury or property damage.**
4. If applicable: Contractor shall secure and maintain a third-party fidelity bond in favor of the District, covering the Contractor and its employees and agents who may provide or be responsible for the provision of Services where such activities contemplate the responsibility for money or property of the District. Such bond shall protect the District against any fraudulent or dishonest act which may result in the loss of money, securities,

or other property belonging to or in the possession of the District. Said bond shall be in an amount as determined by the District, from a surety acceptable to the District.

5. Any other insurance commonly used by contractors for services of the type to be performed pursuant to this Agreement.
6. Professional liability insurance in the amount of \$2,000,000.00 each occurrence.

Draft

**EXHIBIT B-1**

CERTIFICATE(S) OF INSURANCE

Draft

EXHIBIT C

CERTIFICATE OF GOOD STANDING WITH COLORADO SECRETARY OF STATE

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Rocky Mountain Paddleboard, LLC

is a

Limited Liability Company.

formed or registered on 11/02/2012 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20121614570 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/02/2024 that have been posted, and by documents delivered to this office electronically through 07/03/2024 @ 14:27:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/03/2024 @ 14:27:02 in accordance with applicable law. This certificate is assigned Confirmation Number 16180061 .



*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/bz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*



To: St. Vrain Lakes Metropolitan District Board of Directors  
 From: Pinnacle Consulting Group, Inc.  
 Subject: Managers' Report  
 Board Meeting Date: July 9, 2024

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### **General District Matters**

- **Primary Contact:** Please contact Kenny Parrish District Manager, at [kennyp@pcgi.com](mailto:kennyp@pcgi.com) or [STVLMDadmin@pcgi.com](mailto:STVLMDadmin@pcgi.com) for any District matters which include operations, Board of Directors relations, financial management, compliance, and constituent relations.
- **Client Service Team:** No changes since the April Meeting.
- **District Matters:** The District's management team executed District matters since the April 9, 2024, Board meeting. Monthly, District management provides the following services:
  - Adheres to administrative and compliance matters.
  - Processes monthly payables and financial reports.
  - Oversees District budget and operational expenditures.
  - Oversees District operations per the approved Service Plan and District needs.
  - Collaborates with legal counsel on legal matters.
  - Oversee preparation and distribution of board packets including agenda, minutes, reports, contracts, and agreements prior to board meetings.
  - The Manager consistently communicates with the Board including periodic status reports at each board meeting.
- **Management & Administration Updates & Activities:** Recently the District's management team has prioritized the following items:
  - Your team work directly with Risk Management at CSD Pool Insurance to ensure that we received a favorable increase to accommodate the new swimming pool model.
  - We worked directly with the enhancement committee to maximize their allotted budget. The focus was on the area of Barefoot Lakes Pkwy and Eagle River Rd. They pointed to this as a beautification for the primary entry point to the community. We will continue to evaluate additional items recommended by the committee.
  - District website migration occurred on July 1, 2024. There are still touch points needed and we will meet any related compliance deadlines.
  - We continue to coordinate efforts with the Community Management Team to increase resident satisfaction and efficiency.
  - Assisted Community Management Team to secure vendor for December Holiday Event.
- **Conference Calls/Coordination Meetings:** District Management attended the St. Vrain Lakes Developer Coordination meetings in May and June, where we discussed operations, facilities, and upcoming capital projects.

- **Website Analytics:** Website analytics allows management to review website activity throughout the year. Please note that this data is based on the previous version of the District Website.

Current Month	Data	Top 3 Pages Viewed
922 Visits	59s is avg session duration	Amenity Page
588 Total Users	68% of users access via desktop	Lake Use
1912 Page Views	Top referrals are from Barefoot Colorado.com	Design Review

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

Compliance Matters	Responsible	Due Date	Completion Status
File Boundary Map	PCGI	01/01/2024	Completed
Post Transparency Notice	PCGI	01/15/2024	Completed
File Certified Copy of Adopted Budget	PCGI	01/31/2024	Completed
Renew SDA Membership	PCGI	03/01/2024	Completed
File Audit Exemptions	PCGI	03/31/2024	Completed
Submit Audit to Governing Board	PCGI	06/30/2024	
File Audit	PCGI	07/30/2024	
File Annal Report	PCGI	10/01/2024	
Draft 2024 Budgets Distributed to Board of Directors	PCGI	10/15/2024	
Renew Property & Liability Insurance	PCGI	12/01/2024	
Certify Mill Levies	PCGI	12/15/2024	
Adopt Budget	PCGI	12/31/2024	
Ensure Website Compliance	PCGI	12/31/2024	
Payables	PCGI/Board	Monthly	Sent to Board third week of the month

### Operations & Maintenance Updates & Activities

- **Budget and Contract Notes:**
  - Budget needs are being noted for budget season.
- **Previous Month Updates:**
  - The Cove had a mulch re-fresh and reseeding along sidewalks
  - Tree/Shrub Replacement Proposal
  - Irrigation Backflow Testing (Complete)
  - Soft Trail evaluation
  - Clean Concrete trails if necessary
  - Fish re-stocking (Minos) first phase completed. The second phase of stocking will take place in the first week of July.
- **Current Month Updates:**

- Begin Chemical weed Control in natural areas
  - Mow Natural Areas along 9 ½
  - Right Of Way mowing
  - Infield Project Two (Modification Committee)
- **See photos below:** Ronnie Kenfield, Facilities Operations Manager will offer description of photos and appropriate updates for each.



All playground companies are booked until August, but the green underlayment needs to be replaced. Rocky Mountain had this patch work approved by Jake Sippy, but the work was never done. (Waterside Park Boulder replacements and underlayment repair project.) (Brookfield)







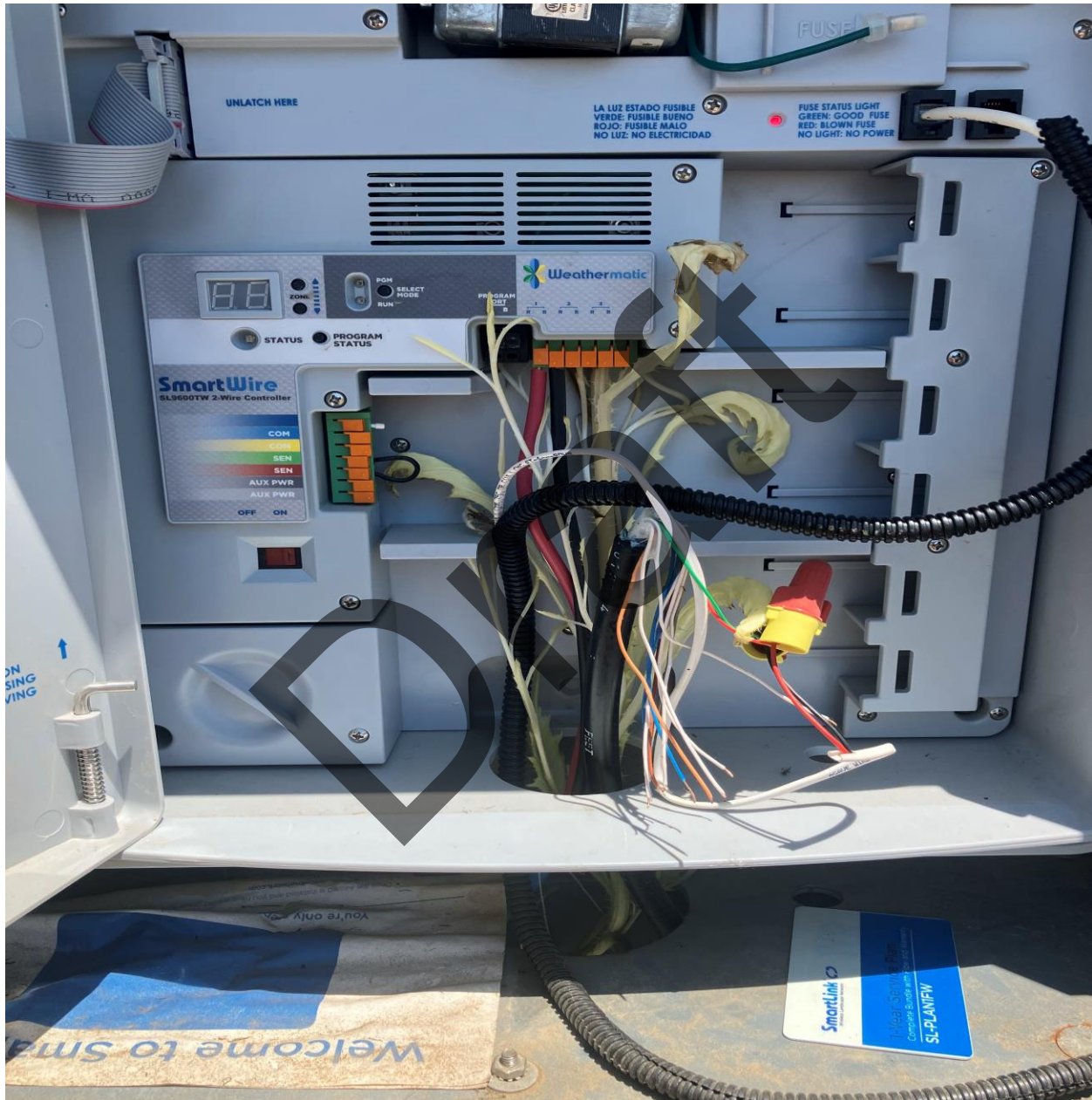


**The area along Barefoot Parkway needs many new shrubs and irrigation repairs as well as fixing the drainage channel. Will need to budget the project for 2025.**



**There are a bunch of these grounding rods throughout the large, manicured area in Waterside Park. Currently getting a bid to add 10" Lock boxes.**





We had an irrigation controller issue in Filing 5. A weed grew up through the conduit and into the clock. The weed grew into the Zone reader and fried the controller. EDI was able to get the controller replaced from Weathermatic for free.



**Pump House at the Lakes needs to be repainted. Might be able to have it done this year.**



**Before**



**Filing 2 re-seed done by Express Mulch germinated nicely. HPEC mowed and spot treated for Kosha.**

# Community Manager Report

# BAREFOOT

**St. Vrain Lakes**  
 Metropolitan Districts

 Community Update: **07/09/2024**

The Cove	<ul style="list-style-type: none"> <li>● Three (3) Community Management employees on-site.</li> <li>● Five (5) seasonal employees on-site for pool.</li> <li>● Splash into Summer Event hosted five hundred (500) guests for the day, two-hundred and fifty (250) guests during the event</li> </ul>
Fees and Assessments	<ul style="list-style-type: none"> <li>● Windy Gap Firing fee           <ul style="list-style-type: none"> <li>○ Q2: \$265,000</li> <li>○ YTD: \$265,000               <ul style="list-style-type: none"> <li>▪ Collected: \$178,480</li> <li>▪ Balance: \$86,520</li> </ul> </li> </ul> </li> <li>● Homeowner Assessments:           <ul style="list-style-type: none"> <li>○ Q2: \$247,939</li> <li>○ YTD: \$483,092               <ul style="list-style-type: none"> <li>▪ Collected: \$448,382</li> <li>▪ Adjustments: \$1,620</li> <li>▪ Balance: \$37,872</li> </ul> </li> </ul> </li> <li>● Development fees:           <ul style="list-style-type: none"> <li>○ Q2: \$576,000</li> <li>○ YTD: \$585,000               <ul style="list-style-type: none"> <li>▪ Collected: \$9,000</li> <li>▪ Adjustments: 27,000</li> <li>▪ Balance: \$549,000</li> </ul> </li> </ul> </li> <li>● Maintenance Assessment:           <ul style="list-style-type: none"> <li>○ Q2: \$10,117.50</li> <li>○ YTD: \$20,235               <ul style="list-style-type: none"> <li>▪ Collected: \$19,237.50</li> <li>▪ Balance: \$997.50</li> </ul> </li> </ul> </li> <li>● ARC Review Fee:           <ul style="list-style-type: none"> <li>○ Q2: \$5,100</li> </ul> </li> </ul>



	<ul style="list-style-type: none"> <li>○ YTD: \$6,450             <ul style="list-style-type: none"> <li>▪ Collected: \$3,375</li> <li>▪ Balance: \$3,075</li> </ul> </li> <li>● Late Fees: \$14,460             <ul style="list-style-type: none"> <li>○ Q2: \$8,960</li> <li>○ YTD: \$17,260                 <ul style="list-style-type: none"> <li>▪ Collected: \$6,508</li> <li>▪ Adjustments: \$2,660</li> <li>▪ Balance: \$8,092</li> </ul> </li> </ul> </li> <li>● Clubhouse Rental: \$6,4262.50             <ul style="list-style-type: none"> <li>○ Q2: \$7,033</li> <li>○ Adjustment: \$405</li> <li>○ YTD: \$3,740</li> </ul> </li> <li>● Watercraft Permits:             <ul style="list-style-type: none"> <li>○ Q2=YTD: \$1,585                 <ul style="list-style-type: none"> <li>▪ Collected: \$1,025</li> <li>▪ Balance: \$560</li> </ul> </li> </ul> </li> <li>● Pool- Guest Passes:             <ul style="list-style-type: none"> <li>○ Q2=YTD: \$760                 <ul style="list-style-type: none"> <li>▪ Collected: \$475</li> <li>▪ Balance: \$285</li> </ul> </li> </ul> </li> </ul>
Lakes	<ul style="list-style-type: none"> <li>● Two-hundred and fifteen (215) watercraft permits have been purchased for the 2024 season</li> <li>● Reviewing options to partner with a vendor to provide SUP and Kayak rentals on Saturdays and Sundays.</li> <li>● Phase I of II fish stocking completed.</li> </ul>
Pool Season	<ul style="list-style-type: none"> <li>● Pool hours are 8AM to 8PM, seven (7) days a week.             <ul style="list-style-type: none"> <li>○ 8AM to 10AM daily is lap swim</li> </ul> </li> <li>● Three (3) full-time pool monitors, and two (2) part time pool monitors on staff</li> <li>● One-hundred and ten (110) guest passes purchased</li> <li>● Three (3) additional surveillance cameras were installed prior to the pool opening.</li> <li>● A new push bar installed at pool entrance/exit and is alarm activated afterhours.</li> </ul>
Club House/Fitness Center	<ul style="list-style-type: none"> <li>● Sixteen (16) Private Events- Clubhouse Rentals</li> <li>● Sixteen (16) upcoming Private Events- Future Clubhouse Rentals coming up.</li> </ul>

	<ul style="list-style-type: none"> <li>● New surveillance system installed with a total of twenty (20) cameras throughout The Cove facility.</li> </ul>
<p>Compliance Homeowners/Community</p>	<ul style="list-style-type: none"> <li>● Thirty-Eight (38) Compliance Letters Mailed               <ul style="list-style-type: none"> <li>○ Most cited violations are:                   <ul style="list-style-type: none"> <li>▪ RV’s, campers and boats</li> <li>▪ Basketball hoops</li> <li>▪ Trash containers</li> </ul> </li> </ul> </li> </ul>
<p>Items in progress</p>	<ul style="list-style-type: none"> <li>● All items have been previously approved               <ul style="list-style-type: none"> <li>○ TV Replacement in Kids Room</li> <li>○ Repair of two (2) interior shades</li> <li>○ Window cleaning</li> </ul> </li> </ul>
<p>ARC Requests</p>	<ul style="list-style-type: none"> <li>● ARC Requests               <ul style="list-style-type: none"> <li>○ Fourteen (14) New ARC Requests Received</li> <li>○ Twenty-one (21) Approved</li> <li>○ Eighteen (18) Approved with Conditions</li> <li>○ Seventeen (17) Request More Information</li> <li>○ Seven (7) Additional Info Needed</li> </ul> </li> </ul>
<p>Social/Lifestyle</p>	<ul style="list-style-type: none"> <li>● Monthly happenings:               <ul style="list-style-type: none"> <li>○ Thursdays (through 09/12/2024)                   <ul style="list-style-type: none"> <li>▪ Food Trucks at The Cove</li> </ul> </li> <li>○ 1<sup>st</sup> and 3<sup>rd</sup> Saturdays                   <ul style="list-style-type: none"> <li>▪ I Scream Colorado Food Truck at The Cove</li> </ul> </li> <li>○ 2<sup>nd</sup> Mondays                   <ul style="list-style-type: none"> <li>▪ 55+ Bingo/Bunco</li> </ul> </li> <li>○ 2<sup>nd</sup> Thursdays                   <ul style="list-style-type: none"> <li>▪ All ages Bingo</li> </ul> </li> <li>○ 3<sup>rd</sup> Tuesdays                   <ul style="list-style-type: none"> <li>▪ Kids Games</li> </ul> </li> </ul> </li> <li>● Clubs               <ul style="list-style-type: none"> <li>○ Book Club</li> <li>○ Card Club</li> <li>○ Small Business Club</li> <li>○ Intro Pickleball Group</li> <li>○ Friday Morning Workout Group</li> </ul> </li> </ul>

**AMENDED AND RESTATED RESOLUTION  
OF THE BOARD OF DIRECTORS OF  
ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1**

**ESTABLISHING A SOCIAL COMMITTEE**

WHEREAS, St. Vrain Lakes Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing pursuant to §§ 32-1-101, *et seq.*, C.R.S.; and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “Board”) is empowered with management, control, and supervision of all business and affairs of the District; and

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

WHEREAS, the Board established a Social Committee for the purpose of fostering a sense of community within the District and to encourage homeowner participation in the community by way of adopted resolution dated August 8, 2018 (the “Original Resolution”); and

WHEREAS, the Social Committee has been charged with assisting in the organization of District social events and assisting in the scheduling and management of District social activities; and

WHEREAS, The Board desires to amend and restate the Original Resolution due to community growth, District engagement with an independent contractor to perform community management services, and new positions of an engagement manager; and

WHEREAS, this resolution (the “Amended and Restated Resolution”) will supersede the Original Resolution and the Original Resolution will no longer be of any effect.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE DISTRICT AS FOLLOWS:

1. Establishment of the Engagement Manager. The Board has engaged with a community management contractor (the “Community Manager”) to provide District services to include organizing and managing social events for the purpose of fostering community and providing elevated engagement opportunities to residents. The Board recognizes the position of “Engagement Manager” whom reports directly to the Board regarding District engagement and social events.
2. Authority of the Engagement Manager. The Engagement Manager under Board direction is hereby authorized to plan, organize, schedule, and manage social events on behalf of the District.
  - A. The Engagement Manager is responsible for planning and implementing an annual social calendar that is presented to the Board for approval that is within the Board adopted budget for social events.
  - B. The Engagement Manager shall manage the District adopted social budget for the purpose of facilitating District social events, activities, and resident engagement.
  - C. The Engagement Manager is authorized to enter into new contracts and modify existing contracts with vendors for the sole purpose to schedule, plan, organize, and manage social

events. The Engagement Manager shall have the same authorization review requirements and financial limits as the Community Manager as noted in the District's resolution, Concerning Authorization For Approval of Contracts and Payment of Claims, as adopted and amended by the Board from time to time.

D. Social Committee Liaison. The Engagement Manager will serve as the liaison between the Board and the Social Committee. The Engagement Manager is responsible for the following duties as Social Committee Liaison:

- i. Attend regular Social Committee Meetings to track Social Committee business.
- ii. Assist the Chairperson in preparation of the Board Report and inclusion of the Report in the Board packet.
- iii. Maintain the Social Committee Member Roster to include tracking changes to membership, Board appointments, and member terms.
- iv. Prepare and manage Call for Membership announcements for vacancies and expiring terms.
- v. Prepare and manage received Interested Committee Member applications to present to the Social Committee for review and consideration of recommendation to the Board for appointment.
- vi. At the request of the Chairperson, the Engagement Manager may present to the Board on behalf of the Committee the prepared Board Report and other Social Committee business.
- vii. The Engagement Manager should work with the Chairperson to coordinate with recently appointed Members to review Board adopted Social Calendar and Social Committee business to facilitate transition and knowledge transfer.

3. The Social Committee. The Board hereby establishes a Social Committee for the purpose of advising the Engagement Manager on community social events and assisting in the facilitation of social activities as needed and determined by the Engagement Manager to foster community engagement by enlisting resident involvement.

4. Authority of the Social Committee. The Social Committee is hereby authorized to make recommendations to the Engagement Manager for social events and activities to be included in the social calendar presented to the Board for approval. The Social Committee is authorized to assist the Engagement Manager with the facilitation of social events and activities to include providing volunteer level staffing for social events as needed. The Social Committee does not have authority to give directions and/or instructions to contractors, management, consultants, or employees of the District.

A. Meetings. The Social Committee shall meet a minimum of two (2) times every calendar year.

B. Board Report. The Social Committee with the assistance of the Engagement Manager shall prepare a report to present to the Board at a regular meeting at least once a quarter, or more often as desired by the Social Committee, or as directed by the Board. The Social Committee will provide such report to the Engagement Manager no later than two weeks before such meeting for inclusion in the Board packet and shall be signed by the Chairperson of the Social Committee.

5. Committee Members. Committee serves at the pleasure of the Board. The Committee shall not exceed a total of seven (7) members. The Social Committee members will be appointed by the Board from time to time as reflected in the minutes of the Board meeting at which such appointment is made. The Social Committee members shall, from among the membership of the Social Committee,

at their first regular meeting of each year, select one of them to act as the Chairperson of the Social Committee, and may further select one person to serve as the Co-Chairperson of the Social Committee.

- A. Volunteers & Compensation. The Social Committee members shall serve as volunteers, and are not entitled to any compensation for their service on the Social Committee but, are entitled to reimbursement for any pre-approved out-of-pocket costs incurred by them for Social Committee purposes, subject to budget limitations.
- B. Chairperson Responsibilities. The Chairperson shall be responsible for organizing Social Committee meetings with the members and residents, taking meeting attendance, preparing meeting notes, and drafting Social Committee Board reports. The Chairperson may meet with the Engagement Manager to discuss Social Committee business outside of Social Committee meetings. The Chairperson should work with Engagement Manager to coordinate with recently appointed Members to review adopted Social Calendar and Social Committee business to facilitate transition and knowledge transfer.
- C. Member Terms. Social Committee Member term shall be two years, with Board appointment at the last regular Board Meeting of the year. Terms will be staggered so no more than half the Social Committee seats are up for Board appointment at the last regular Board Meeting of the year.
  - i. Subject to the adoption of this resolution, the Social Committee Roster may remain until Board appointment at the last regular Board Meeting in 2025. At that meeting, four (4) terms will be up for Board appointment in 2025. The other three (3) terms will be up for Board appointment in 2026.
- D. Attendance. Appointed members should be active committee members and attend a majority of the regular Social Committee meetings. Members should notify the Chairperson prior to a scheduled Social Committee meeting if they are unable to attend so their absence is excused. Members with more than three (3) unexcused absences may be considered for removal by the Committee pursuant to section 5.F herein.
- E. Removal of Member by Board. The Social Committee members serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board.
- F. Removal of Member by Committee. The Committee may consider removal of any appointed Member with cause. Committee consideration for removal shall be heard at a scheduled Social Committee meeting. Removal of a Member will require majority vote of the Committee. Upon majority Committee vote for removal, the Board will be notified of Committee action for removal, and the Board will consider the removal of the appointed Member at their next regular Board meeting.
- G. Vacancy. In the event there is a vacant member position and pursuant to majority approval by the Social Committee, an interested member may occupy the seat and may participate in the Committee until duly appointed at the next regular Board meeting. Upon Board appointment, the member may occupy the seat through seat's term.
- H. Application Review and Interviews for Membership. The Social Committee may review received applications and interview interested residents for vacant positions and positions which terms have been noticed in the Call for Membership. Interviews should occur during a regular Social Committee Meeting. In the event there are more applicants than there are available positions, the Social Committee may make appointment recommendations to the Board for consideration at the next regular Board meeting.

6. Relationship to the Board and the Engagement Manager. The Social Committee's primary point of contact for planning, managing, and implementing approved social events will be the Engagement Manager or other manager as determined by the Board.
7. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Social Committee's authority granted in this Resolution in whole or in part, from time to time in order to further the purpose of carrying on the business, objects, and affairs of the District. The foregoing shall specifically include, but not be limited to, the right to remove Social Committee members, increase the number of Social Committee members, add to or reduce the authority of the Social Committee, eliminate the Social Committee or change the budget allocated to the Social Committee, in the Board's discretion.
8. Severability. If any term or provision of this Resolution is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of the remainder of the resolution or rules and regulations, as a whole, but shall be severed, leaving the remaining terms or provisions in full force and effect. In addition, in lieu of such void or unenforceable provision, there shall automatically be added a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

*Remainder of Page Intentionally Left Blank. Signature page follows.*

Draft

RESOLVED, ADOPTED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2024

ST. VRAIN LAKES METROPOLITAN DISTRICT  
NO. 1

\_\_\_\_\_  
Officer of the District

ATTEST:

\_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
WHITE BEAR ANKELE TANAKA & WALDRON  
Attorneys at Law

\_\_\_\_\_  
General Counsel to the District

Draft

## MEMORANDUM

Date: July 2, 2024

To: St. Vrain Lakes Metropolitan Districts 1, 2, 3 and 4 Board of Directors

From: Kathryn Rorer

Subject: Approval of Amended Social Committee Resolution and Member Term Appointment

The Social Committee, in collaboration with Community Management and a Board Representative, convened to update the existing Social Committee Resolution to better align with the evolving needs of the Barefoot community. The revised resolution encompasses various updates, including but not limited to:

- Clarification of the Engagement Manager's role within both the Social Committee and the Board of Directors.
- Implementation of two-year term limits for committee members.
- Definition of responsibilities for the chairperson, committee members, and financial obligations of the Engagement Manager.

Currently, we have five active members out of a total of seven positions. Below are the individuals serving and their respective positions and proposed terms. I recommend the Board takes action to appoint the members to the selected terms:

- Tiffany Dix, Chairperson (2026)
- Robin Curry, Member (2026)
- Erin Stenzel, Member (2025)
- Lindsay Hopkins, Member (2025)
- Alayna O'Hair, Member (2025)

We believe these updates will foster greater efficiency and effectiveness within the Social Committee as we continue to support and enhance our community.

Thank you,

Kathryn Rorer

Engagement Manager

(720) 912-5066

krorer@stvrainlakesmd.live





Management Financial Statements

BOARD OF DIRECTORS  
ST. VRAIN METROPOLITAN DISTRICTS NOS. 1,3,4

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

A handwritten signature in black ink that reads "Amanda Kae Baste".

Pinnacle Consulting Group, Inc.  
June 20, 2024

Draft

**Offices Located in Loveland and Denver**

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537  
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www.PCGI.com

*Serving our clients and community through excellent dependable service.*

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1		
BALANCE SHEET		
December 31, 2023 and May 31, 2024		
	Unaudited Actual 12/31/2023	Unaudited Actual 5/31/2024
<b>Assets</b>		
Current Assets		
Cash	\$ 3,440,402	\$ 3,590,080
Accounts Receivable	399,631	2,629,101
Cash - Firming Fee Fiduciary Fund	2,049	2,094
Prepaid Expenses	62,050	-
Property Tax Receivable	118,927	-
Due from MSI, LLC	80,286	-
Due from TMT	-	407,583
Due from County	813	3,084
Due from District #2 - 4	695,950	1,083,203
<b>Total Current Assets</b>	<b>\$ 4,800,107</b>	<b>\$ 7,715,145</b>
Long-Term Assets		
Capital Assets	\$ 20,546,177	\$ 20,882,467
Less: Accumulated Depreciation	(1,706,333)	(1,706,333)
Construction in Progress	4,868,190	4,868,190
<b>Total Long-Term Assets</b>	<b>\$ 23,708,033</b>	<b>\$ 24,044,324</b>
<b>Total Assets</b>	<b>\$ 4,800,107</b>	<b>\$ 7,715,145</b>
<b>Liabilities</b>		
Current Liabilities		
Accounts Payable	\$ 293,067	\$ 270,577
Retainage Payable	59,851	60,556
Prepaid O&M Fees	47,615	54,585
Firming Fee Payable	262,726	456
Due to District #2	1,830,685	2,621,671
Due to Firestone	(15,404)	(212,444)
Deferred Revenue - Property Taxes	118,927	-
<b>Total Current Liabilities</b>	<b>\$ 2,597,466</b>	<b>\$ 2,795,401</b>
Long-Term Liabilities		
Capital Advances Payable	\$ 22,925,410	\$ 22,942,891
Operating Advances Payable	98,979	98,979
Interest Payable, Capital Adv	6,352,527	7,116,377
Interest Payable, Operating Adv	77,103	79,782
<b>Total Long-Term Debt</b>	<b>\$ 29,454,019</b>	<b>\$ 30,238,029</b>
<b>Total Liabilities</b>	<b>\$ 2,597,466</b>	<b>\$ 2,795,401</b>
<b>Fund Equity</b>		
Net Investment in Capital Assets	\$ (8,907,842)	\$ (9,355,562)
Fund Balance		
Held for Little Thompson Water District	-	-
Restricted - TABOR	64,840	64,840
Restricted - Capital Projects	914,620	2,896,714
Nonspendable	62,050	-
Unassigned	1,161,131	1,958,189
<b>Total Fund Equity</b>	<b>\$ 2,202,641</b>	<b>\$ 4,919,743</b>
<b>Total Liabilities and Fund Equity</b>	<b>\$ 4,800,107</b>	<b>\$ 7,715,144</b>
	=	=

ST. VRAIN LAKES 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
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Property Taxes	\$ 105,637	\$ 109,784	\$ 110,046	\$ 110,046	\$ 109,784	\$ 262
TIF Revenue	138,633	185,606	185,593	185,593	185,606	(13)
Specific Ownership	10,469	14,769	10,291	4,288	6,154	(1,866)
Property Taxes - Town of Firestone	8,803	9,143	9,144	9,144	9,143	1
TIF Revenue - Town of Firestone	11,553	15,457	15,456	15,456	15,457	(1)
Specific Ownership - FSL	872	1,230	857	357	508	(151)
Development Fees	250,576	288,000	288,000	279,000	120,000	159,000
General Operations Fees	920,413	1,043,820	1,043,820	486,195	424,710	61,485
ARC Review Fees	19,650	22,500	22,500	300	9,375	(9,075)
Maintenance Fees	11,232	44,820	44,820	6,745	18,675	(11,930)
Interest and Other Income	77,323	50,000	50,000	32,872	20,835	12,037
Developer Contributions-Operational	326,812	92,249	92,249	36,477	36,355	122
Legal Collections Fees	27,081	15,000	15,000	-	6,250	(6,250)
Service Fees from District #2	300,802	440,753	440,753	322,897	296,342	26,555
Service Fees from District #3	26,359	23,653	30,393	30,070	12,791	17,279
Service Fees from District #4	2,814	2,412	3,983	2,951	1,287	1,663
<b>Total Revenues</b>	<b>\$ 2,239,028</b>	<b>\$ 2,359,195</b>	<b>\$ 2,362,905</b>	<b>\$ 1,522,391</b>	<b>\$ 1,273,272</b>	<b>\$ 249,119</b>
<b>Expenditures</b>						
<b>Operations and Maintenance:</b>						
Landscape Maintenance	\$ 337,741	\$ 596,347	\$ 599,274	\$ 181,969	\$ 198,782	\$ (16,813)
Hardscape Maintenance	79,298	78,000	66,000	3,738	10,000	(6,262)
Stormwater Facilities	-	8,500	7,000	-	-	-
Amenities						
Public Parks and Playgrounds	2,044	7,000	3,500	-	1,500	(1,500)
Lake Management	97,690	77,709	77,709	25,525	25,902	(378)
Lake Water Quality Management	-	30,340	30,340	-	-	-
Lake Recreation Operations	11,970	13,500	14,520	14,520	13,500	1,020
The Cove	305,343	175,695	175,695	49,143	50,000	(858)
Lifeguard Services	-	155,000	156,000	-	-	-
Utility Locates and Other Services	-	500	500	-	210	(210)
Utilities	67,825	90,000	60,000	18,262	19,500	(1,238)
Utilities - The Cove	27,053	40,000	40,000	12,306	10,000	2,306
Repairs and Replacements	121,852	130,736	126,598	19,051	20,000	(949)
District Facilities Management	126,000	135,000	135,000	56,250	56,250	-
<b>Administration:</b>						
Accounting and Finance	88,500	96,600	96,600	40,250	40,250	-
District Management/Administration	121,000	128,100	128,100	53,375	53,375	-
Engineering and Professional Svcs	-	10,000	10,000	-	1,000	(1,000)
<b>Community Management Expenses</b>						
Community Education/Outreach	-	20,000	20,000	-	8,335	(8,335)
Community Services	71,907	331,556	331,556	111,540	138,150	(26,610)
ARC Review	15,750	9,200	13,236	5,515	3,835	1,680
Collections	31,771	30,000	30,000	7,207	12,500	(5,293)
<b>Resident Committee Coordination</b>						
Modifications Committee Coordination	-	5,000	5,000	-	2,084	(2,084)
<b>Expenditures Funded by Developer</b>						
Development Coordination	218,022	15,000	15,000	5,088	6,250	(1,162)
Builder's 101 Education	-	5,000	5,000	-	2,085	(2,085)
Ovations & Villas Lawn Care & Snow Removal	70,444	112,069	112,069	37,974	46,695	(8,721)
Miscellaneous	355	5,000	5,000	160	2,085	(1,925)
Modifications Committee Improvements	10,000	10,000	10,000	-	2,222	(2,222)
Social Committee Events	6,383	10,000	10,000	200	3,300	(3,100)
Website Hosting & Maintenance	3,527	1,166	1,166	977	486	491
Office, Dues, and Other	7,603	16,000	16,000	14,534	13,000	1,534
Audit	11,600	13,500	13,500	-	-	-
Insurance	54,343	115,000	95,000	57,734	82,500	(24,766)
Election	5,113	-	-	-	-	-
Legal	81,082	60,000	81,152	61,152	25,001	36,151
Treasurer's Fees	3,664	3,500	3,500	1,651	3,500	(1,849)
Treasurer's Fees - Firestone	305	400	400	137	400	(263)
Town of Firestone - IGA	20,051	20,000	20,000	9,127	10,000	(873)
Contingency	-	30,000	30,000	-	-	-
<b>Total Expenditures</b>	<b>\$ 1,998,236</b>	<b>\$ 2,585,418</b>	<b>\$ 2,543,414</b>	<b>\$ 787,384</b>	<b>\$ 862,697</b>	<b>\$ (75,314)</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ 240,792</b>	<b>\$ (226,223)</b>	<b>\$ (180,509)</b>	<b>\$ 735,008</b>	<b>\$ 410,575</b>	<b>\$ 324,433</b>
<b>Beginning Fund Balance</b>	<b>1,047,229</b>	<b>1,307,869</b>	<b>1,288,021</b>	<b>1,288,021</b>	<b>1,307,869</b>	<b>(19,848)</b>
<b>Ending Fund Balance</b>	<b>\$ 1,288,021</b>	<b>\$ 1,081,646</b>	<b>\$ 1,107,513</b>	<b>\$ 2,023,029</b>	<b>\$ 1,718,444</b>	<b>\$ 304,585</b>
<b>COMPONENTS OF ENDING FUND BALANCE:</b>						
Emergency Reserve (3% of Revenues)	\$67,171	\$70,776	\$76,302	\$67,171		
Operating Reserve (25% of Expenses)	499,559	646,354	635,853	196,846		
Repairs & Replacement Reserve	-	750,000	750,000	750,000		
Unrestricted	721,292	(385,484)	(354,643)	1,009,012		
<b>TOTAL ENDING FUND BALANCE</b>	<b>\$1,288,021</b>	<b>\$1,081,646</b>	<b>\$1,107,513</b>	<b>\$2,023,029</b>		
<b>Mill Levy</b>						
Operating	60.000	60.038	60.038	60.038		
Town of Firestone IGA	5.000	5.000	5.000	5.000		
<b>Total Mill Levy</b>	<b>65.000</b>	<b>65.038</b>	<b>65.038</b>	<b>65.038</b>		
<b>Assessed Value</b>	<b>\$ 1,792,282</b>	<b>\$ 1,828,567</b>	<b>\$ 1,828,567</b>	<b>\$ 1,828,567</b>		
<b>TIF Assessed Value</b>	<b>\$ 2,310,448</b>	<b>\$ 3,091,473</b>	<b>\$ 3,091,473</b>	<b>\$ 3,091,473</b>		
<b>Property Tax Revenue</b>						
Operating	107,537	109,784	109,784	109,784		
Town of Firestone IGA	8,961	9,143	9,143	9,143		
<b>Total Property Tax Revenue</b>	<b>\$ 116,498</b>	<b>\$ 118,926</b>	<b>\$ 118,926</b>	<b>\$ 118,926</b>		

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
FIRMING FEE FIDUCIARY FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Additions</b>						
Firming Fee Contributions	\$ 262,726	\$ 510,040	\$ 510,040	\$ 2,113	\$ 212,517	\$ (210,404)
<b>Total Additions</b>	<b>\$ 262,726</b>	<b>\$ 510,040</b>	<b>\$ 510,040</b>	<b>\$ 2,113</b>	<b>\$ 212,517</b>	<b>\$ (210,404)</b>
<b>Deductions</b>						
Contributions to Little Thompson	\$ 262,726	\$ 508,840	\$ 508,840	\$ -	\$ 212,017	\$ (212,017)
Firming Fee - Management	-	1,200	1,200	2,113	500	1,613
<b>Total Deductions</b>	<b>\$ 262,726</b>	<b>\$ 510,040</b>	<b>\$ 510,040</b>	<b>\$ 2,113</b>	<b>\$ 212,517</b>	<b>\$ (210,404)</b>
<b>Change in Net Position</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Net Position - Beginning</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Position - Ending</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>CAPITAL PROJECTS FUND</b>						
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Capital Advances	\$ 1,187,407	\$ 30,060,000	\$ 29,861,555	\$ 1,994,474	\$ 12,525,000	\$ (10,530,526)
Interest	74,538	-	198,445	33,074	-	33,074
<b>Total Revenues</b>	<b>\$ 1,261,945</b>	<b>\$ 30,060,000</b>	<b>\$ 30,060,000</b>	<b>\$ 2,027,548</b>	<b>\$ 12,525,000</b>	<b>\$ (10,497,452)</b>
<b>Expenditures</b>						
Engineering	\$ -	\$ 35,000	\$ 35,000	\$ 2,570	\$ 14,583	\$ (12,013)
Legal	-	60,000	60,000	-	25,000	(25,000)
Capital Services	25,013	25,000	25,000	13,000	10,417	2,583
Capital Reserve Study	-	25,000	25,000	-	10,000	(10,000)
CR 28 (Ronald Reagan) Phase 1	-	2,290,000	2,290,000	-	286,250	(286,250)
Barefoot Lakes Pkwy Drainage Crossing	-	425,000	425,000	-	53,125	(53,125)
Filing 5 Infrastructure Phase 1	-	4,000,000	4,000,000	-	-	-
Filing 1 Underdrains	-	300,000	300,000	-	53,125	(53,125)
Filing 2 Underdrains	-	300,000	300,000	-	53,125	(53,125)
Filing 3 Underdrains	-	300,000	300,000	-	53,125	(53,125)
CR 28 (Ronald Reagan) Phase 2	-	1,000,000	1,000,000	-	56,250	(56,250)
Filing 4 Infrastructure	-	9,300,000	9,300,000	-	-	-
Filing 4 Landscaping	-	1,200,000	1,200,000	-	56,250	(56,250)
Filing 4.1 Landscaping	1,228,177	100,000	100,000	25,706	40,000	(14,294)
Filing 4 Underdrains	-	200,000	200,000	-	53,125	(53,125)
Filing 5 Underdrains	-	300,000	300,000	-	53,125	(53,125)
Filing 5 Landscaping	-	1,200,000	1,200,000	-	56,250	(56,250)
Filing 6	-	9,000,000	9,000,000	4,178	-	4,178
<b>Total Expenditures</b>	<b>\$ 1,253,190</b>	<b>\$ 30,060,000</b>	<b>\$ 30,060,000</b>	<b>\$ 45,454</b>	<b>\$ 873,750</b>	<b>\$ (828,296)</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ 8,756</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 1,982,094</b>	<b>\$ 11,651,250</b>	<b>\$ (9,669,156)</b>
<b>Beginning Fund Balance</b>	<b>905,864</b>	<b>905,864</b>	<b>914,620</b>	<b>914,620</b>	<b>905,864</b>	<b>8,756</b>
<b>Ending Fund Balance</b>	<b>\$ 914,620</b>	<b>\$ 905,864</b>	<b>\$ 914,620</b>	<b>\$ 2,896,714</b>	<b>\$ 12,557,114</b>	<b>\$ (9,660,400)</b>
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ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 3						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Property Taxes	\$ 14,141	\$ 8,550	\$ 11,137	\$ 8,637	\$ 4,587	\$ 4,050
TIF Revenue	10,872	14,303	18,803	14,304	7,671	6,633
Specific Ownership	1,149	1,143	797	332	482	(150)
Property Taxes - Town of Firestone	7,037	4,235	4,235	4,213	2,270	1,943
TIF Revenue - Town of Firestone	5,410	7,085	7,085	7,084	3,798	3,286
Specific Ownership - FSL	572	566	394	164	235	(71)
Interest Income	-	1,000	-	-	-	-
<b>Total Revenues</b>	<b>\$ 39,181</b>	<b>\$ 36,882</b>	<b>\$ 42,451</b>	<b>\$ 34,734</b>	<b>\$ 19,043</b>	<b>\$ 15,691</b>
<b>Expenditures</b>						
Treasurer's Fees	\$ 375	\$ 343	\$ 344	\$ 344	\$ 184	\$ (160)
Treasurer's Fees - Firestone	187	170	170	169	91	(78)
To Firestone - Property Taxes	12,260	11,717	11,544	4,150	5,977	1,827
Service Fees to District #1	26,359	23,653	30,393	30,070	12,791	(17,279)
Contingency	-	1,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 39,181</b>	<b>\$ 36,882</b>	<b>\$ 42,451</b>	<b>\$ 34,734</b>	<b>\$ 19,043</b>	<b>\$ (15,691)</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
						=
<b>Mill Levy</b>						
Operating	10.048	10.094	10.094	10.094		
Debt Service	55.266	50.473	50.473	50.473		
Town of Firestone IGA	5.000	5.000	5.000	5.000		
<b>Total Mill Levy</b>	<b>70.314</b>	<b>65.567</b>	<b>65.567</b>	<b>65.567</b>		
<b>Assessed Value</b>	<b>\$ 1,590,796</b>	<b>\$ 847,070</b>	<b>\$ 847,070</b>	<b>\$847,070</b>		
<b>TIF Assessed Value</b>	<b>\$ 1,098,454</b>	<b>\$ 1,416,970</b>	<b>\$ 1,416,970</b>	<b>\$ 1,416,970</b>		
<b>Property Tax Revenue</b>						
Operating	15,984	8,550	8,550	8,550		
Debt Service	87,917	42,754	42,754	42,754		
Town of Firestone IGA	7,954	4,235	4,235	4,235		
<b>Total Property Tax Revenue</b>	<b>\$ 111,855</b>	<b>\$ 55,540</b>	<b>\$ 55,540</b>	<b>\$ 55,540</b>		
<b>DEBT SERVICE FUND</b>						
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Budget	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Property Taxes	\$ 76,867	\$ 42,754	\$ 42,754	\$ 42,533	\$ 22,929	\$ 19,604
TIF Revenue	60,710	71,519	71,519	71,514	38,358	33,156
Specific Ownership	6,321	5,714	3,981	1,659	2,381	(722)
Interest Income/Contingency	-	1,000	-	-	-	-
<b>Total Revenues</b>	<b>\$ 143,897</b>	<b>\$ 120,987</b>	<b>\$ 118,254</b>	<b>\$ 115,706</b>	<b>\$ 63,668</b>	<b>\$ 52,038</b>
<b>Expenditures</b>						
Treasurer's Fees	\$ 2,064	\$ 1,714	\$ 1,714	\$ 1,711	\$ 921	\$ 790
Transfer to District #2	141,833	118,273	116,540	113,995	62,747	51,248
Contingency	-	1,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 143,897</b>	<b>\$ 120,987</b>	<b>\$ 118,254</b>	<b>\$ 115,706</b>	<b>\$ 63,668</b>	<b>\$ 52,038</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 4						
STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS						
GENERAL FUND						
	(a)	(b)	(c)	(d)	(e)	(d-e)
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Actual	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Property Taxes	\$ 1,795	\$ 957	\$ 957	\$ 903	\$ 506	\$ 397
TIF Revenue	868	1,373	1,373	1,373	725	648
Specific Ownership	128	116	81	34	49	(15)
Property Taxes - Town of Firestone	880	466	466	431	246	185
TIF Revenue - Town of Firestone	426	669	669	669	353	316
Specific Ownership - FSL	63	57	40	16	25	(9)
Interest Income/Contingency	-	1,000	1,539	-	-	-
<b>Total Revenues</b>	<b>\$ 4,160</b>	<b>\$ 4,638</b>	<b>\$ 5,125</b>	<b>\$ 3,426</b>	<b>\$ 1,904</b>	<b>\$ 1,522</b>
<b>Expenditures</b>						
Treasurer's Fees	\$ 40	\$ 35	\$ 35	\$ 34	\$ 18	\$ 16
Treasurer's Fees - Firestone	20	17	17	16	9	7
To Firestone - Property Taxes	1,286	1,175	1,089	424	590	(166)
Service Fees to District #1	2,814	2,412	3,983	2,951	1,287	1,664
Contingency	-	1,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 4,160</b>	<b>\$ 4,638</b>	<b>\$ 5,124</b>	<b>\$ 3,426</b>	<b>\$ 1,904</b>	<b>\$ 1,522</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	-	-	-	-	-	-
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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<b>Mill Levy</b>						
Operating	10.197	10.268	10.268	10.268		
Debt Service	56.081	51.344	51.344	51.344		
Town of Firestone IGA	5.000	5.000	5.000	5.000		
<b>Total Mill Levy</b>	<b>71.278</b>	<b>66.612</b>	<b>66.612</b>	<b>66.612</b>		
<b>Assessed Value</b>	<b>\$ 207,649</b>	<b>\$ 93,200</b>	<b>\$ 93,200</b>	<b>\$ 93,200</b>		
<b>TIF Assessed Value</b>	<b>\$ 86,421</b>	<b>\$ 133,730</b>	<b>\$ 133,730</b>	<b>\$ 133,730</b>		
<b>Property Tax Revenue</b>						
Operating	2,117	957	957	957		
Debt Service	11,645	4,785	4,785	4,785		
Town of Firestone IGA	1,038	466	466	466		
<b>Total Property Tax Revenue</b>	<b>\$ 14,801</b>	<b>\$ 6,208</b>	<b>\$ 6,208</b>	<b>\$ 6,208</b>		
<b>DEBT SERVICE FUND</b>						
	2023	2024	2024	Actual	Budget	Variance
	Unaudited	Adopted	Projected	Through	Through	Through
	Actual	Actual	Actual	5/31/2024	5/31/2024	5/31/2024
<b>Revenues</b>						
Property Taxes	\$ 9,875	\$ 4,785	\$ 4,785	\$ 4,424	\$ 2,528	\$ 1,896
TIF Revenue	4,774	6,866	6,866	6,866	3,629	3,237
Specific Ownership	701	583	406	169	247	(78)
Interest Income/Contingency	-	1,000	-	-	-	-
<b>Total Revenues</b>	<b>\$ 15,350</b>	<b>\$ 13,234</b>	<b>\$ 12,057</b>	<b>\$ 11,459</b>	<b>\$ 6,404</b>	<b>\$ 5,055</b>
<b>Expenditures</b>						
Treasurer's Fees	\$ 220	\$ 175	\$ 175	\$ 169	\$ 92	\$ 77
Transfer to District #2	15,131	12,059	11,882	11,289	6,312	4,977
Contingency	-	1,000	-	-	-	-
<b>Total Expenditures</b>	<b>\$ 15,350</b>	<b>\$ 13,234</b>	<b>\$ 12,057</b>	<b>\$ 11,459</b>	<b>\$ 6,404</b>	<b>\$ 5,055</b>
<b>Revenues Over/(Under) Exp</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Beginning Fund Balance</b>	-	-	-	-	-	-
<b>Ending Fund Balance</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
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1225 17th Street, Suite 2300  
Denver, CO 80202-5596  
TEL 303.292.2400  
FAX 303.296.3956  
www.ballardspahr.com

April 22, 2024

Board of Directors  
St. Vrain Lakes Metropolitan Districts Nos. 1, 3 and 4  
c/o Tracie Kaminski  
Pinnacle Consulting Group, Inc.  
550 W. Eisenhower Blvd.  
Loveland, Colorado 80537

Dear Ms. Kaminski:

We are pleased that St. Vrain Lakes Metropolitan District No. 1, St. Vrain Lakes Metropolitan District No. 3 and St. Vrain Lakes Metropolitan District No. 4 (collectively, the “**Districts**”) have engaged Ballard Spahr LLP as bond counsel in connection with the issuance of one or more series of bonds by one of the Districts (collectively, the “**Bonds**”), secured by ad valorem property taxes of the Districts, for the purpose of funding or reimbursing the costs of public improvements.

This transmittal letter, together with the attached Terms of Engagement, is intended to formalize our retention. It sets forth the scope of our engagement, outlines how we propose to staff the work for the Districts, describes the billing arrangements, discusses certain of our confidentiality obligations, and addresses certain conflict of interest understandings.

If this correctly reflects your understanding, please sign, date and return to me the enclosed copy of this letter. We value our representation of the Districts and are grateful that the Districts will look to us for legal representation.

Very truly yours,

/s/ Kimberly Casey  
Partner

St. Vrain Lakes Metropolitan District No. 2

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**AGREED AND APPROVED**

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 1

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 3

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

ST. VRAIN LAKES METROPOLITAN DISTRICT NO. 4

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Draft



## TERMS OF REPRESENTATION

The following terms together with the accompanying letter of engagement dated April 22, 2024 (the “**Transmittal Letter**”) constitute the terms of the engagement of Ballard Spahr LLP (“**Ballard Spahr**”) as the Districts’ bond counsel with respect to the proposed Bonds:

1. **CLIENT.** It is understood that Ballard Spahr’s clients for purposes of this representation are limited to the Districts (i.e., St. Vrain Metropolitan District Nos. 1, 3 and 4) and do not include others. Because each District will be our client, Ballard Spahr will not treat information obtained from each District as confidential vis-à-vis the other District in the representation covered by this engagement letter. Any information received by Ballard Spahr from any District can be disclosed to the other Districts. Further, Ballard Spahr will not represent any District in any dispute between them. While we believe that we can represent the Districts adequately in connection with the proposed matter (including preparation of the Capital Pledge Agreement(s) described below), the ultimate decision in that regard is that of the Districts. **We advise each District that they may individually consult with independent counsel regarding this decision. By executing the Transmittal Letter, the Districts shall be deemed to consent to our representation of all Districts on the terms described herein.**

2. **SCOPE OF REPRESENTATION.** The specific structure of the Bonds has not yet been determined. It is currently contemplated that the Bonds will be issued by one of the Districts as one or more series of fixed-rate bonds, secured by ad valorem property taxes of the Districts, and related specific ownership taxes. The ad valorem property tax pledge securing payment of the Bonds will never convert to an unlimited property tax pledge. Such taxes will be imposed, and such revenue will be pledged to the issuing District for purposes of paying the Bonds, in accordance with one or more Capital Pledge Agreements to be entered into by the Districts and the trustee for the Bonds. The Bonds are anticipated to fully amortize within their term; provided, however, that if issued in two series, the “subordinate” series may be structured as “cashflow” bonds or may fully amortize within their term, and will be secured by the pledged revenue on a basis subordinate to “senior” series. The Bonds may or may not be additionally secured by a reserve fund and/or surplus fund (to be funded over time from excess revenues).

The Bonds will be offered to financial institutions or institutional investors in a limited offering by an investment banking firm (the “**Underwriter**”), using a limited offering memorandum prepared by counsel to the Underwriter, or separate counsel to the Districts (i.e., Ballard Spahr will not prepare such an offering memorandum as part of this engagement).

As bond counsel we will advise the Districts in connection with the structuring of the Bonds and Capital Pledge Agreement(s) and will prepare the basic bond documents. In that role, we will (i) prepare an Indenture of Trust for each series of the Bonds; (ii) prepare a Capital Pledge Agreement for each series of the Bonds; (iii) prepare a resolution of each of the Districts authorizing the Bonds, the Indentures of Trust and the Capital Pledge Agreements and other documents, as applicable; (iv) prepare and/or review, as applicable, such other documents and agreements as may be required in connection with the Bonds or which we deem necessary for rendering our opinion, (v) negotiate opinions of the Districts’ counsel and other necessary opinions required to be delivered in connection with the issuance of the Bonds; (vi) prepare a tax certificate and a tax-exempt opinion; and (vii) prepare the forms of such closing documents, certificates and

opinions of counsel as may be required by the terms of the financing, the Districts' service plan and applicable federal and state laws.

As you know, bond counsel's primary responsibility is to render an objective legal opinion with respect to the authorization and issuance of bonds and the status of any exemption provided to interest thereon under federal tax law. Subject to the completion of tax due-diligence and other proceedings to our satisfaction, on the date when the Bonds are issued, we will render our opinion in customary form to the Districts addressing the enforceability of the Bonds, Indentures of Trust and Capital Pledge Agreements, and the extent to which the interest on the Bonds is excluded from gross income for purposes of federal income tax. These opinions will be executed and delivered by us in written form and will be based on facts, expectations and law existing as of the date of the opinion.

We assume no obligation to review the financial condition of the Districts, any lender or any other participant or the adequacy of the security provided to any lender or investor, and we will express no opinion relating thereto. However, we reserve the right to request such information as we consider necessary to inform ourselves of all aspects of the financing. As bond counsel we would also not assume responsibility for the accuracy, completeness or fairness of statements contained in any offering materials, other than any statements regarding validity of the Bonds, tax exemption or other issues that we expressly address in an opinion. While we may suggest alternative provisions for the documents to comply with legal requirements and accommodate the interests of the parties, we neither represent nor advocate the interests of any party to the transaction other than the Districts, and we expect that any underwriter, any lender, any placement agent, and other parties will retain such other counsel as they deem necessary and appropriate to represent their interests.

3. **STAFFING.** Customarily, each client of Ballard Spahr is served by a Relationship Partner (a principal lawyer contact) and one or more Matter Billing Lawyers (a lawyer designated to oversee an individual matter that Ballard Spahr handles on your behalf). It is expected that Kim Casey (formerly Reed) will be the Relationship Partner and will be Matter Billing Lawyer for our work as bond counsel to the Districts. The work or parts of it may be performed by other lawyers and legal assistants at Ballard Spahr. Such delegation may be for the purpose of involving lawyers or legal assistants with special expertise in a given area or for the purpose of providing services on the most efficient and timely basis. For example, the work on the bond counsel matters will be performed by Kim Casey, with the assistance of an associate, and the work on federal tax matters will be performed by Marybeth Orsini.

4. **FEES AND EXPENSES.** Our fee to act as bond counsel to the Districts in connection with the issuance of the Bonds is dependent upon the final structure of the Bonds, which has not yet been determined. Accordingly, upon the Districts' determination and/or acceptance of a term sheet for the Bonds, we will propose a fee to the Districts, which will be documented in a supplement to this Terms of Representation. Such fee for bond counsel services will be payable on the closing date for the Bonds.

5. **RETENTION AND DISPOSITION OF DOCUMENTS.** Following the termination of our representation, any otherwise nonpublic information the Districts have supplied

to us which is retained by us will be kept confidential in accordance with applicable rules of professional conduct. At your request, the Districts' papers and property will be returned to the Districts promptly upon receipt of payment for outstanding fees and costs. Our own files pertaining to the matter will be retained by Ballard Spahr. These firm files include, for example, firm administrative records, time and expense reports, personnel and staffing materials, credit and accounting records; and internal lawyers' work product such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, prepared by or for the internal use of lawyers. We reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us within a reasonable time after the termination of the engagement.

6. **REGARDING FEDERAL TAX ADVICE.** In the course of our representation, we may render tax advice to the Districts on various legal matters. The Districts understand that they may not use such tax advice to avoid any penalties that may be imposed by the Internal Revenue Service unless, in accordance with the Internal Revenue Service rules of practice, we are specifically engaged to provide a formal, written tax opinion for that purpose. Accordingly, the Districts acknowledge that we may legend any written tax advice that we provide in the course of this engagement to indicate that they may not be relied on for purposes of penalty protection. The Districts further understand that our representation does not include the provision of any tax advice concerning transactions in which they may participate that would be "reportable transactions" within the meaning of Section 6707A of the Internal Revenue Code of 1986, as amended, and that our provision of tax advice concerning such transactions would require a separate engagement for that purpose.

**CONFLICTS OF INTEREST.** Ballard Spahr represents many other companies and individuals. It is possible that present or future clients of Ballard Spahr will have disputes or transactions with the Districts. For example, from time to time we represent investment banking firms with whom the Districts may have a relationship, such as the Underwriter for the Bonds, that may be viewed as competing with the Districts' projects, but are not related to the Districts' projects, and we would expect to continue with these representations. Accordingly, to prevent any future misunderstanding and to preserve Ballard Spahr's ability to represent the Districts and its other clients, the Districts and we agree as follows with respect to certain conflicts of interest issues:

(a) Unless we have the Districts' specific agreement that we may do so we will not represent another client in a matter which is substantially related to a matter in which we represent the Districts and in which the other client is adverse to the Districts. We understand the term "matter" to refer to transactions, negotiations, proceedings or other representations involving specific parties.

(b) In the absence of a conflict as described in subparagraph (a) above, the Districts acknowledge that we will be free to represent any other client either generally or in any matter in which the Districts may have an interest.

(c) The effect of subparagraph (b) above is that we may represent another client on any issue or matter in which the Districts might have an interest, including, but not limited to:

(i) Agreements; licenses; mergers and acquisitions; joint ventures; loans and financings; securities offerings; bankruptcy, receivership or insolvency (including, without limitation, representation of a debtor, secured creditor, unsecured creditor, potential or actual acquirer, contract party or other party-in-interest in a case under the federal bankruptcy code or state insolvency laws or in a non-judicial debt restructuring, in which you are a debtor, creditor, contract party, potential or actual acquirer or other party-in-interest); patents, copyrights, trademarks, trade secrets or other intellectual property; real estate; government contracts; the protection of rights; representation before regulatory authorities as to these matters and others;

(ii) Representation of the debtor or other party in a Chapter 11 case under the Federal Bankruptcy Code in which you are a creditor, debtor or otherwise have an interest in the case;

(iii) Representation and advocacy with respect to legislative issues, policy issues, or regulatory issues, including rulemakings, administrative proceedings and enforcement proceedings; and

(iv) Litigation matters brought by or against you as long as such matters are not the same as or substantially related to matters in which we are, or have been, representing you.

We agree, however, that the Districts' prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of the Districts, we have obtained proprietary or other confidential information of a nonpublic nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. The Districts should know that, in similar engagement letters with many of our other clients, we have asked for similar agreements to preserve our ability to represent the Districts.

7. **APPLICATION OF THESE TERMS.** The Transmittal Letter, this statement of general terms of representation, and the accompanying schedule of other charges will govern our relationship with you upon our retention even if you do not sign and return a copy of the Transmittal Letter. In the event that we agree to undertake additional matters, any such additional representations will be governed by the terms and conditions of this agreement unless we mutually agree otherwise in writing. Our representation will be deemed concluded at the time that we have rendered our final bill for services on this matter. If you disagree with any of these terms and conditions, please advise us immediately by return correspondence so that we can resolve any differences as early as possible and proceed with a clear, complete, and consistent understanding of our relationship. This letter agreement supersedes any prior agreement with you with respect to our engagement to provide professional services to you. The terms and conditions of this letter may be modified or amended only by written agreement signed by an authorized representative of the Districts and Ballard Spahr, and no party may bind another party by unilateral submission of additional or different terms and conditions absent written consent to such terms and conditions by the other parties.

**Shareholders**

Paul R. Cockrel  
 Evan D. Ela  
 Linda M. Glesne  
 David A. Greher  
 Matthew P. Ruhland

**Associates**

Joseph W. Norris  
 Madison D. Phillips  
 Dakota C. Spence-Zurek  
 Glory S. Schmidt

**Paralegals**

Micki Mills  
 Sarah Luetjen

June 30, 2024

**ATTORNEY-CLIENT PRIVILEGED**

**VIA E-MAIL**

St. Vrain Lakes Metropolitan District No. 3  
 c/o White Bear Ankele Tanaka & Waldron  
 2154 East Commons Avenue, Suite 2000  
 Centennial, Colorado 80122

**Re: Engagement Letter – St. Vrain Lakes Metropolitan District No. 3**

Dear Board Members:

We understand that St. Vrain Lakes Metropolitan District No. 3 (the “**Client**”) desire to engage Cockrel Ela Glesne Greher & Ruhland, P.C. (the “**Firm**”), as the Client’s special counsel pursuant to Section 32-1-1001(1)(i), C.R.S., for certain matters as further described below. This letter is intended to outline the terms governing our representation of the Client.

1. Scope of Services.

The Firm shall provide legal services related to (i) the review and negotiation of Pledge Agreements between the Client and St. Vrain Lakes Metropolitan District No. 4 (“**District No. 4**”) and (ii) an opinion as to the enforceability of such Pledge Agreements as part of a bond issuance by District No. 4. The scope of the opinion as to the enforceability of such Pledge Agreements will cover whether (i) the Client has full power and authority to enter into and perform their respective obligations under the Pledge Agreements; (ii) the Pledge Agreements have been duly authorized, executed and delivered by the Client and (iii) the Pledge Agreements constitute valid and binding limited tax general obligations of the Client in accordance with their terms.

The Firm does not represent (i) any person or entity (except the Client); (ii) individual members of the Client’s respective board of directors; (iii) employees or agents of the Client; or (iv) any landowner, developer or other person within the Client (collectively, the “**Other Persons**”), and all services are provided only for the benefit of the Client and not for the Other Persons. The Firm owes professional responsibilities only to the Client themselves. In all matters involving the Client, such Other Persons should retain their own legal counsel. The Client agrees to this limited representation and acknowledge that they do not rely upon the

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Firm for other legal representation or counsel. The Client will appoint a representative and spokesperson for purposes of contact and direction of the Firm's representation of the Client.

2. Designation of Attorney and Assistants.

I, Matt Ruhland, a Shareholder in the Firm, am designated as the attorney primarily responsible for the legal services rendered to the Client. Other qualified attorneys and paralegals may also perform services for the Client under my supervision in order to most effectively provide a particular service or to minimize costs.

3. Compensation.

The Firm shall provide to the Client a monthly billing statement detailing the services rendered and the amount of time spent in performance thereof. The Client shall pay for the total time of all attorneys, paralegals and clerks at the current rates in effect for the services rendered.

Clerical services are not routinely billed to the Client, but out-of-the-ordinary use of a clerical person's time may be billed in the Firm's reasonable discretion. Paralegals and law clerks are utilized when their skills are commensurate with a particular project, so as to minimize the costs billed to the Client. I supervise the work product of associates, paralegals and law clerks.

The Firm's current billing rates are set forth on the Fee Schedule attached hereto, which are subject to aggregate annual adjustment of not more than 10%.

The Firm shall not be obligated to perform any services if payment is not made within 60 days after invoicing. If payment for any services or expenses on the project remain unpaid for more than 30 days, unpaid amounts will be charged interest at the rate of 1.5% per month, compounded monthly (19.6% APR). The Client shall be responsible for any costs of collection incurred by the Firm, including reasonable attorneys' fees.

Although District No. 4 may fund the services provided to the Client, an independent attorney-client relationship exists between the Firm and the Client.

4. Expenses.

Expenses for which the Firm will or will not receive reimbursement are as follows, along with the rates for such reimbursement:

(a) Mileage.

No charge, unless lengthy travel distance.



(b) Out-of-Town Travel.

Expenses at cost without mark-up. Travel time by attorneys and staff will be billed at current billing rates. Trips will be coordinated with other clients, to the extent possible, to minimize travel costs.

(c) Long-Distance Telephone Service.

No charge, unless unusual circumstances exist – such as lengthy time, multiple parties and/or teleconferencing and video conferencing.

(d) Computer Expenses.

No charge, except for computer research, Lexis/Nexis or other special costs; billed at actual cost without mark-up.

(e) Photocopies.

No charge for in-house copying, unless large volume of copying. Outside copying and printing billed at actual cost without mark-up.

(f) Postage.

No charge for usual first-class mailings, such as mailings to the Client, courts, counsel of record and other consultants. Mass mailings, such as election notices, and overnight and special delivery mailings billed at actual cost without mark-up.

(g) Facsimile.

No charge.

(h) Couriers.

Courier service will be used on an as-needed basis with actual costs billed without mark-up.

(i) Other Reimbursables.

Other reimbursables include our payment of filing fees, costs for service of process and related expenses, expert witness fees (only as pre-authorized by the Client), court reporter fees for transcript of testimony, court reporter appearance fees, county clerk and recorder's fees for recording of documents, title company's fees for reports of title, publication fees, election materials and other necessary expenses related to the scope of services. All such reimbursables will be billed to the Client at cost without mark-up.



(j) Other Expenses.

Certain services and expenses not otherwise documented herein (e.g. private investigator, special counsel, etc.) may be incurred under certain circumstances. To the extent that such services are required, the Firm will first obtain authorization from the Client before incurring such costs. As such expenses are incurred, they will be billed to the Client at cost without mark-up.

It is understood that the Client is not responsible for any general secretarial support or general office expenses of the Firm.

5. Communications between Firm and Client.

Written and oral communication between the Firm and the Client on the Client's matters shall be made using all current forms of technology, including mail, express courier, courier, fax, email, land-based telephone, cellular telephone, video conferencing and other electronic means of communication as such technology becomes available. The security of such means of communication, particularly electronic means such as fax, e-mail, video conferencing and cellular telephone cannot be guaranteed, and therefore a risk exists that privileges such as the attorney-client privilege may be waived if a communication is inadvertently received by persons other than the Client. If the Client desires to avoid the risk of inadvertent disclosure by any particular means of such communication, the Client must contact the responsible attorney at the Firm and instruct such person as to any unacceptable means of communication for Client matters.

6. Disclaimer of Warranties.

There can be no warranties as to the success of any matter undertaken by the Firm in the representation of the Client. All expressions made by the Firm relative thereto are solely matters of the Firm's opinion.

7. Power of Attorney to Execute Documents.

The Client grants to the Firm the power, but not the obligation, to execute documents connected with the representation of the Client, which have been generally approved by the Client, including pleadings, applications, protests, filings, contracts, commercial papers, settlement agreements and releases, verifications, dismissals, orders, and all other documents associated with the services provided hereunder.

8. Document Retention/Destruction.

The Client is advised that the files created and compiled by the Firm for work on Client matters, including notes, correspondence, pleadings, research and any other documents prepared by the Firm, will not be retained indefinitely. Upon the Client's request, we will





return Client files to the Client or its designee once a matter is concluded, so long as the Client has paid all fees and costs owed to the Firm and reasonably necessary to transfer such files. We may retain copies of all or any portion of the Client’s file duplicated at our expense. If the Client does not request their files, we will keep the files and information therein for a minimum of thirty days after the conclusion or termination of representation, after which we may retain, destroy or otherwise dispose of them as we deem appropriate. The Firm generally keeps Client records electronically. As a general matter, once documents are part of our electronic records, we will destroy all paper documents provided to us, unless the Client provides express written instructions otherwise. Notwithstanding the foregoing, we will not destroy (i) original documents entrusted to us for continued representation as part of our services and (ii) any documents that the Client is obligated by law to retain.

9. Entire Agreement.

The terms herein represent the entire agreement of the parties concerning the representation of the Client by the Firm. The agreement represented by this Engagement Letter may not be amended or modified except in writing and signed by both parties hereto.

10. Term.

The agreement represented by this Engagement Letter shall remain in effect until terminated by written notice of either party.

**Cockrel Ela Glesne Greher & Ruhland, P.C.**

**St. Vrain Lakes Metropolitan District No. 3**

By: Matthew P. Ruhland, Shareholder

Name: \_\_\_\_\_

Its: \_\_\_\_\_



**BILLING RATES**  
***EFFECTIVE 1/2024***

**2024 STANDARD RATES**

<u><b>BILLER</b></u>	<u><b>RANGE</b></u>
Shareholder	\$430 - \$525
Associate	\$270 - \$360
Paralegal	\$155 - \$275

Draft



Certified Public Accountants and  
Consultants

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Facsimile: (303) 296-3731  
[www.causeycpas.com](http://www.causeycpas.com)

April 24, 2024

St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4  
c/o Pinnacle Consulting Group  
550 West Eisenhower Boulevard  
Loveland, Colorado 80537

To the Board of Directors of St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4:

You have requested, on behalf of St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4 (collectively the “District”), that we perform a compilation engagement of a financial forecast of the District, consisting of forecasted statements of sources and uses of cash and fund balances for the fiscal period of December 31, 2024 through December 31, 2054, comprising activities of the debt service fund of the District established in connection with the proposed issuance of the Limited Tax General Obligation Refunding and New Money Bonds, Series 2024 (the “Bonds”). The forecast will be prepared based on information provided by the District and other representatives engaged on behalf of the District (“Management”). We are pleased to confirm our acceptance and our understanding of this engagement by means of this letter.

A financial forecast presents, to the best of Management’s knowledge and belief, the District’s expected fund balances and cash position for the forecast period. It is based on Management’s assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

### **OUR RESPONSIBILITIES**

The objective of our engagement is to apply accounting and financial expertise to assist you in the presentation of the forecast without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the forecast in order for it to be in accordance with guidelines for presentation established by the American Institute of Certified Public Accountants (AICPA).

We will conduct our compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARSs) promulgated by the Accounting and Review Services Committee of the AICPA and comply with the AICPA’s Code of Professional Conduct. We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion or a conclusion nor provide any assurance on the financial forecast.

St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4  
April 24, 2024  
Page 2

Our engagement cannot be relied upon to identify or disclose any misstatements in the financial forecast, including those caused by fraud or error, or to identify or disclose any wrongdoing within the District or noncompliance with laws and regulations.

### **YOUR RESPONSIBILITIES**

The engagement to be performed is conducted on the basis that you acknowledge and understand that our role is to assist you in the presentation of the financial forecast in accordance with guidelines for presentation of a financial forecast established by the AICPA. You have the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with guidelines:

- i. The selection of accounting principles to be applied in the preparation of the financial forecast;
- ii. The preparation and presentation of the financial forecast in accordance with guidelines for presentation of a forecast established by the AICPA and the inclusion of all informative disclosures that are appropriate;
- iii. The development of assumptions that reflect your plans and expectations regarding events and circumstances for the forecast period, as well as the design, implementation and maintenance of internal controls relevant to the preparation and presentation of a forecast that is free from material misstatement whether due to fraud or error;
- iv. To ensure that the District complies with applicable laws and regulations;
- v. The accuracy and completeness of records, documents, explanations, and other information, including significant judgements, you provide to us for the engagement;
- vi. To provide us with access to all information of which you are aware is relevant to the preparation and presentation of the financial forecast, such as records, documentation, and other matters, as well as information that we may request from you for the purpose of the compilation engagement including access to persons within the District of whom we determine it is necessary to make inquiries.

### **OUR REPORT**

As part of our engagement, we will issue a report which will state that we did not examine or review the financial forecast, and that accordingly, we do not express an opinion, a conclusion, or provide any assurance on the attainability of the forecast. Our report will also contain a statement to the effect that that the forecasted results are based upon assumptions, which may or may not be achieved, and even if the assumptions were to be achieved, there will usually be differences between forecasted and actual results and those differences may be material. Our

St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4  
 April 24, 2024  
 Page 3

report will also state that we assume no responsibility to update the report for events and circumstances occurring after the date of the report.

Our report will contain a base case forecast predicated upon assumptions and conditions that Management believes are most likely to exist during the forecast period, as well as up to two alternative projection scenarios predicated upon conditions that Management in its judgement believes may occur during the forecast period. The underlying assumptions used in the base case forecast will include, but are not limited to, assumptions of property absorption and market values which will be based upon the results of a market study completed by other consultants hired by the District and to be included in the offering document for the transaction, biennial market value reassessments of a percentage to be determined by Management, and collection expenses based upon the historical rates charged by the County Treasurer of the county in which the project is located. Our report will state that the alternative scenario is an alternative to, and not part of, the forecast and is provided for additional analysis only.

We understand our report will be produced for use in a limited offering document for sophisticated investors to assist in their evaluation of the mathematical accuracy of the various computations contained in the projections. If Management intends to use our report for any other purpose, other than the internal use of the District, such use must be submitted to us for approval.

#### **TIMING AND FEES AND OTHER RELEVANT INFORMATION**

We are prepared to begin this engagement immediately upon execution of an engagement letter. We anticipate the scope of the work described above to require approximately three weeks. Based on the approach and scope outlined above, our fee for services for this engagement will range between \$20,000 and \$25,000. We understand that we will be paid out of bond proceeds at the closing of the related bond transaction. Should the project be halted prior to completion, you will be billed for time worked at our standard billing rates. Should there be a change in the scope or delays which would necessitate the updating of the report, we shall discuss fees prior to proceeding.

Release for Client Misrepresentation - the District release Causey, its partners, officers, managers, personnel, agents, employees, affiliated companies, and successors from any liability and costs, including attorneys' fees, resulting from knowing misrepresentations by Management.

\* \* \* \* \*

Please sign and return this letter to indicate your acceptance of this arrangement. We greatly appreciate the opportunity to work with you on this engagement. We are committed to providing consistently high quality and cost effective services on each engagement we undertake and are committed to doing so again for you.

St. Vrain Lakes Metropolitan District Nos. 1, 3, and 4  
April 24, 2024  
Page 4

**CAUSEY DEMGEN & MOORE P.C.**



Heath Borer, CPA, Shareholder

**ACCEPTED AND AGREED:**

St. Vrain Lakes Metropolitan District Nos. 1, 3, 4

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

Title: \_\_\_\_\_

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

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