

**HASKINS STATION METROPOLITAN DISTRICT
REGULAR MEETING**

via teleconference

Wednesday, April 17, 2024 at 11:30 a.m.

<https://haskinsstationmetrodistrict.com/>

Christian M. Janke, President	Term to May 2025
Christopher Elliott, Vice President	Term to May 2025
Corey Elliott, Treasurer	Term to May 2025
Matthew Gayda Cavanaugh, Secretary	Term to May 2027
Charles R. Hauptman, Assistant Secretary	Term to May 2027

This meeting will be held via teleconferencing and can be joined through the directions below:

Join Zoom Meeting

<https://us06web.zoom.us/j/87602984052?pwd=ZGX6QZNFjKHDHRNwtw7pb2kcRtYG2b.1>

Meeting ID: 876 0298 4052

Passcode: 730306

Call-in Number: +1-720-707-2699

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Consent Agenda
 - a. Approval of Minutes from November 15, 2023 Regular Meeting and March 12, 2024 Special Meeting (**enclosures**)
 - b. Ratification of Special District Disclosure Notice Pursuant to §32-1-809, C.R.S. (**enclosure**)
 - c. Rescind Approval of Engagement Letter with Haynie & Company to Prepare 2023 Audit
 - d. Ratification of Approval of Engagement Letter with Dazzio & Associates, PC to Prepare 2023 Audit (**enclosure**)
 - e. Ratification of Approval of Engagement Letter with Winzenburg, Leff, Purvis, & Payne LLP for Special Counsel Services (**enclosure**)
 - f. Approval of Amendment to Residential Improvement Guidelines and Site Restrictions for Haskins Station to Update ARC Contact to Community Preservation Specialists, Inc.
 - g. Approval of Operations and Maintenance Agreement (Filing No. 1) with Haskins Station Owners Association (**enclosure**)

2024 REGULAR MEETING SCHEDULE

Third Wednesday of each month at 11:30 a.m. via teleconference

5. Management Matters
 - a. Discuss Covenant Enforcement Matters
 - i. Storage of Trash Receptacles
 - ii. Gates in Backyard Fencing of Single-Family Homes
 - b. Consider Adoption of Resolution Establishing a Community Garden Committee (**enclosure**)
 - i. Consider Appointment of Community Garden Committee
 - c. Discuss Request from Resident for Additional Pet Waste Station along W. 52nd Avenue
 - d. Discuss Landscape Maintenance & Snow Removal by Richmond American Homes
 - e. Consider Adoption of First Amendment to 2024 Annual Administrative Resolution (**enclosure**)
 - f. Discuss Posting Location and Posting of Meeting Materials
 - g. Other Management Matters
6. Public Comment - Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes per person.
7. Legal Matters
 - a. Discuss Website Accessibility and Documentation Remediation Requirements
 - b. Other Legal Matters
8. Financial Matters
 - a. Consider Approval of Claims (**enclosure**)
 - b. Consider Acceptance of December 31, 2023 Unaudited Financial Statements (**enclosure**)
 - c. Discuss Status of 2023 Audit
 - d. Other Financial Matters
9. Other Business
10. Adjourn

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

HASKINS STATION METROPOLITAN DISTRICT

Held: Wednesday, November 15, 2023, at 11:30 A.M.

The meeting was held via teleconference.

ATTENDANCE

The regular meeting of the Board of Directors of Haskins Station Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Christian M. Janke
Christopher Elliott
Corey Elliott
Matthew Gayda Cavanaugh
Charles R. Hauptman

Also present were: Kristin B. Tomkins, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, District General Counsel; Ashley B. Frisbie and Dan J. Cordova, White Bear Ankele Tanaka & Waldron, District Management; Sarah Hunsche, E5X Management; Susie Ellis, Community Preservation Specialists, Inc.; and Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present and that the meeting was called to order.

Conflicts of Interest Disclosures

Ms. Frisbie advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Frisbie reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. Ms. Frisbie inquired into whether members of the Board had any additional disclosures of potential or existing conflicts of interest with regard to 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 Board to act.

Approval of Agenda

Ms. Frisbie presented the Board with the proposed agenda for the meeting. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as presented.

Public Comment

None.

Consent Agenda

Ms. Frisbie reviewed the items on the consent agenda with the Board. Ms. Frisbie advised the Board that any item may be moved from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion duly made and seconded, the Board unanimously approved, ratified, and/or adopted following:

- Minutes from October 18, 2023 Regular and Annual Meetings

Management Matters

General Update

Ms. Frisbie informed the Board that management has been working with Ms. Ellis on finalization of the changes to the Residential Improvement Guidelines and Site Restrictions for Haskins Station to allow for metal railings, as approved by the Board at the October 18, 2023 meeting.

Ms. Ellis provided an update on covenant violations and design review, noting that there have been quite a few recent violations, including trash receptacles being left outside and materials being installed on rooftops of the cityscape units.

Ms. Frisbie noted that the District continues to monitor multiple instances where property owners have utilized common area tracts to access backyard areas for landscape installation. The District is sending notice to the property owners where there have been violations, but the builder is coordinating directly with the property owners for restoration.

Consider Adoption of 2024 Annual Administrative Resolution

Ms. Frisbie presented the 2024 Annual Administrative Resolution to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Consider Approval of Renewal of Property and Liability Schedule and Limits, Workers Compensation Coverage, and SDA Membership for 2024

Ms. Frisbie presented the Board with the Property and Liability Schedule and Limits, Workers Compensation Coverage, and SDA Membership for 2024. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the 2024 renewals.

Update on Status of Operations and Maintenance Agreement (Filing No. 1) with Haskins Station Owners Association

Mr. Cordova provided the Board with an update on the status of the Operations and Maintenance Agreement (Filing No. 1) with the Haskins Station Owners Association, noting that the agreement is nearing completion and being finalized by legal counsel.

Update on Community Garden

Ms. Frisbie informed the Board that an anonymous survey was circulated to the community, with a 50% response rate to date, with about 63% of respondents noting interest in participation in the planting of a garden plot and 5 residents indicating interest in participating on a garden committee. No action was taken by the Board at this time.

Other Management Matters

None.

Legal Matters

Other Legal Matters

None.

Financial Matters

Consider Approval of Claims

Ms. Ferreira presented the Board with the claims through November 9, 2023. Following discussion, upon a motion duly made and seconded, the Board unanimously ratified the claims in the amount of \$20,558.56.

Consider Acceptance of Schedule of Cash Position

Ms. Ferreira presented the Board with the Schedule of Cash Position, dated August 31, 2023, and updated as of November 8, 2023. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the Schedule of Cash Position.

Conduct Public Hearing on 2023 Budget Amendments and Consider Adoption of Resolution Amending 2023 Budget (if necessary)

Ms. Ferreira noted a 2023 Budget Amendment was not needed.

Conduct Public Hearing on 2024 Budget and Consider Adoption of Resolution Adopting Budget, Imposing Mill Levy and Appropriating Funds

The public hearing on the proposed 2024 Budget was opened. Ms. Frisbie noted that notice of the public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Ferreira reviewed the 2024 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution adopting the 2024 Budget, appropriating funds and certifying mills for the general fund and for the debt fund, as shown in the 2024 Budget, subject to receipt of the final assessed valuation.

Consider Approval of Engagement of Haynie & Company to Perform 2023 Audit

Ms. Ferreira presented the proposed engagement letter from Haynie & Company to perform the 2023 Audit. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement of Haynie & Company to perform the 2023 audit.

Consider Approval of Master Service Agreement and Special Districts Preparation Scope of Work and Payroll Services Scope of Work with CliftonLarsonAllen LLP for District Accounting Services

Ms. Ferreira presented the Master Service Agreement and Special Districts Preparation Scope of Work and Payroll Services Scope of Work to the Board for consideration. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agreement and scopes of work.

Other Financial Matters

None.

Other Business

It was noted that staff was not aware of any business requiring a December meeting. Following discussion, the Board determined to cancel the December 20, 2023 regular meeting.

Adjournment

There being no further business to come before the Board, and following discussion and upon a motion duly made, seconded and unanimously carried, the Board determined to adjourn the meeting.

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

Secretary for the Meeting

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

HASKINS STATION METROPOLITAN DISTRICT

Held: Tuesday, March 12, 2024 at 6:00 p.m. at the Apex Center (Randall Room), 13150 W. 72nd Avenue, Arvada, CO 80005

ATTENDANCE

The special meeting of the Board of Directors of Haskins Station Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Christian M. Janke
Christopher Elliott
Corey Elliott

Directors Cavanaugh and Hauptman were absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, District General Counsel; Ashley B. Frisbie and Dan J. Cordova, White Bear Ankele Tanaka & Waldron, District Management; Sarah Hunsche, E5X Management; Susie Ellis, Community Preservation Specialists, Inc.; Jeff Kutzer, Richmond American Homes; Todd Larson, Service Plus Community Management, Haskins Station Owners Association; Karolyn Evans, resident; and members of the public.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present and that the meeting was called to order.

Conflicts of Interest Disclosures

Disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Approval of Agenda

The agenda was approved as presented.

District Presentation

Ms. Frisbie and Ms. Ellis provided a presentation regarding the District.

Resident Presentation

Ms. Evans provided a presentation regarding community concerns, specifically related to maintenance of the native area on the north and west sides of the community, violations related to homeowner installed gates on the rear fencing of the single-family homes, the process for notification of board meetings to the community, a request for posting of draft meeting Minutes and meeting packet materials to the District’s website, a request to move regular board meetings to an evening time, and a request for the District’s 24-hour posting location for notice of board meetings to be updated to a more convenient location.

Additional discussions were held related to responsibilities for common area maintenance and snow removal, established trees that have died in the open space owned by the City of Arvada, unfinished asphalt repair work in certain areas of the streets, certain curb and sidewalk damage, streetlight and stoplight outages, fence repair work by the builder to backyard fencing, and how the Homeowners’ Rights Task Force (under the Division of Real Estate and Department of Regulatory Agencies) works.

Public Comment

A member of the public informed the Board that many homeowners in the cityscape and duplex units would like to continue storing their trash receptacles on the outside of units, rather in the garages, due to limited space and the inconvenience of the smaller garages.

Ms. Murphy informed the public that the Board would not be taking any action at this meeting. All items requiring Board action will be discussed further at the next regular meeting, scheduled for April 17, 2024.

Other Business

None.

Adjournment

There being no further business to come before the Board, the meeting was adjourned.

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

Secretary for the Meeting

Haskins Station Metropolitan District, City of Arvada, Jefferson County, Colorado
Disclosure Notice Pursuant to §32-1-809, C.R.S.

REQUESTED INFORMATION

RESPONSE

Address and telephone number of the principal business office	c/o WHITE BEAR ANKELE TANAKA & WALDRON Attorneys at Law 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 303-858-1800	
Name and business telephone number of the manager or other principal contact person for the District/board member contact information	Ashley B. Frisbie, District Manager WHITE BEAR ANKELE TANAKA & WALDRON 2154 E. Commons Ave., Suite 2000 Centennial, CO 80122 Phone: 303-858-1800 Email: afrisbie@wbapc.com	
Board members and re-election status of those members whose office will be on the ballot at the next regular election on May 6, 2025 *on ballot at the next regular election	Christian M. Janke, President/Chairman	(term expires 2025)*
	Christopher Elliott, Vice President	(term expires 2025)*
	Corey Elliott, Treasurer	(term expires 2025)*
	Matthew Gayda Cavanaugh, Secretary	(term expires 2027)
	Charles R. Hauptman, Assistant Secretary	(term expires 2027)
Regular meeting schedule and the place where notice of board meetings is posted pursuant to §24-6-402(2)(c), C.R.S.	Regular meetings are scheduled for the third Wednesday of each month at 11:30 a.m. via teleconference. Notices of board meetings are posted at https://haskinsstationmetrodistrict.com/ or when online posting is not available at the southwest corner of N. Robb Street and W. 52 nd Avenue.	
Current mill levy (2023), for collection in 2024	16.699 mills - (general fund) 58.706 mills - (debt service fund)	
Total ad valorem tax revenue received during the last year (2023)	\$162,507 (unaudited)	
Date of the next regular special district election of board members	May 6, 2025	
Procedure and timing to submit a self-nomination form for election to the Board(s) pursuant to §1-13.5-303, C.R.S.: Pursuant to §1-13.5-303, C.R.S. any person interested in being a candidate for the Board must submit a self-nomination and acceptance form signed by the candidate and by a registered elector of the state as a witness to the candidate. On the date of signing the self-nomination form, the person desiring to serve on the Board must be an eligible elector of the District. The form or letter must be filed no earlier than January 1 and no later than the sixty-seventh (67 th) day before the date of the next regular special district election. The form is filed with the Designated Election Official, or if none has been designated, the presiding officer or the secretary of the District at the address above. This form may be obtained by contacting the District's general counsel at (303) 858-1800. In place of the form, the candidate may submit a letter signed by the candidate and a registered elector of the state as witness to the signature of the candidate. Both the form and letter must state the following information: (1) name of the special district; (2) director office sought; (3) term of office sought; (4) date of the election; (5) full name of the candidate as it is to appear on the ballot; and (6) whether the candidate is a member of an executive board of a unit owners' association, as defined in §38-33.3-103, C.R.S., located within the boundaries of the District. A self-nomination form meeting the statutory requirements must be filed prior to 5:00 p.m. on the sixty-seventh (67 th) day before the election.		
Address of any website on which the special district's election results will be posted	https://cdola.colorado.gov/local-government and https://haskinsstationmetrodistrict.com/	
Information on the procedure to apply for permanent absentee voter status as described in §1-13.5-1003, C.R.S.	A permanent absentee voter status request form may be obtained by contacting the District's general counsel at (303) 858-1800.	



Dazzio & Associates, PC
Certified Public Accountants

March 8, 2024

To the Board of Directors and Management
Haskins Station Metropolitan District
c/o CliftonLarsonAllen, LLP
8390 E Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111

We are pleased to confirm our understanding of the services we are to provide Haskins Station Metropolitan District (the District) for the year ended December 31, 2023.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities and each major fund and the disclosures, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2023.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Capital Projects Fund

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- 1) Schedule of Debt Service Requirements to Maturity
- 2) Schedule of Assessed Valuation, Mill Levy and Property Taxes Collected

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists.

Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

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

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

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

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

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

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

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Dazzio & Associates, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a regulatory agency or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Dazzio & Associates, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to a regulatory agency or its designee. The regulatory agency or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Stephen Dazzio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$5,700. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time

expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Reporting

We will issue a written report upon completion of our audit of the District's financial statements which, if applicable, will also address other information in accordance with *AU-C 720, The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our report will be addressed to the Board of Directors of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.


Very truly yours,

Dazzio & Associates, P.C.

Dazzio & Associates, PC

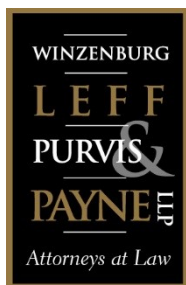
RESPONSE:

This letter correctly sets forth the understanding of Haskins Station Metropolitan District.

Board signature:  Christian Janke (Mar 14, 2024 14:10 MDT)

Title: President

Date: Mar 14, 2024



MARCI M. ACHENBACH
machenbach@wlpplaw.com
www.cohoalaw.com

AGREEMENT FOR LEGAL SERVICES

HASKINS STATION METROPOLITAN DISTRICT AND THE LAW FIRM OF WINZENBURG, LEFF, PURVIS & PAYNE, LLP, for valuable consideration, receipt of which is acknowledged, agree as follows:

1. **SERVICES.** We will serve as special legal counsel to the District; we do not represent the Board of Directors, the owners or the District's management company. We will provide legal services upon request with regard to matters or issues that might arise from time-to-time related to covenant enforcement and fee collection; we do not act as the District's general counsel with respect to matters such as elections, meetings, and budgeting. We will not provide any tax or securities advice or opinions for you. This Agreement will apply to all legal services performed for you. You authorize us to take all actions which we deem advisable on your behalf, and to disclose that which is reasonable in carrying out our services. We are not liable for any legal services provided by any attorney who was not an employee or partner of this firm when the services were rendered. If this matter involves or could result in litigation, you acknowledge that less-costly and less-adversarial methods often exist for resolving disputes, such as mediation and arbitration. We strongly recommend that you consider, and get information about, the advisability of proceeding through one of these alternative dispute resolution methods if a dispute arises.

2. **FEES.**

A. Unless other billing arrangements are made with us, you agree to pay us fees for legal services for the time expended on your behalf at the following hourly rates:

Marci M. Achenbach	\$240.00 per hour
Zachary A. Goldberg	\$280.00 per hour
Molly Foley-Healy	\$375.00 per hour
Travis B. Keenan	\$350.00 per hour
Suzanne M. Leff	\$340.00 per hour
Kimberly A. Porter	\$350.00 per hour
Carey S. Smith V	\$200.00 per hour
Lindsay S. Smith	\$340.00 per hour
Wendy E. Weigler	\$340.00 per hour
Law Clerk (if available)	\$140.00 per hour
Paralegals	\$110.00 per hour





We may increase rates and fees upon written notice to you. Legal services performed on an hourly basis are recorded in one-tenth hour increments, with a minimum charge of two-tenths of an hour.

Tasks for which time will be recorded include, but are not limited to: conferences and telephone conversations with you and others, legal research, factual investigation, preparation of opinions, correspondence and legal documents, reading and analyzing correspondence and legal documents, preparation for and appearances in court and other meetings and travel to and from court and meetings. Unless other arrangements are made, travel time is billed one-way.

B. Legal services for collection of delinquent fees are provided under our traditional fixed fee schedule.

C. Covenant and rule enforcement services will be billed at our hourly rates, subject to a fixed fee being negotiated with us to undertake the requested action.

3. **DUTIES.** You or the District's management company will:

A. Cooperate with us in conjunction with the services requested. You will designate the representatives of the District who are authorized to communicate with us and who are authorized to incur fees on the District's behalf. Unless you notify us in writing to the contrary, the District's manager and its President will be deemed to be authorized to communicate with us and authorized to incur fees on the District's behalf. To enable us to effectively render the requested services, you agree to fully and accurately disclose to us all facts that may be relevant to the subject of our representation or that we may otherwise request, and to keep us apprised of developments relating to that subject. You also will assist and cooperate with us as appropriate in connection with our representation.

B. After an owner's delinquent account is turned over to us, contact us upon receipt of any and all payments from the owner, and refer all contact with the owner to us until the account is paid in full.

C. Apply all payments received on delinquent accounts in accordance with your policy that addresses collection of unpaid fees.

D. If you or the District's management company files a lien, you or they will be solely responsible for releasing each such recorded lien (*pursuant to C.R.S.38-35-124 and Spurious Liens C.R.S. 38-35-201 et seq.*).

E. Advise us whether to renew county court judgments within six years after the date of entry of the judgment (otherwise judgments are considered satisfied in full). We will do so only upon request, at our applicable hourly rates.



- F. Be responsible for any files turned over to collection agencies from the date they are turned over.
- G. Pay amounts invoiced to the District on a monthly basis. Failure to pay monthly invoices may result in service charges, retention of funds otherwise payable to you, and acceleration of amounts due under the deferred billing arrangement.
4. **EXPENSES.** In addition to the fees specified above, you will pay to us all costs and expenses related to the legal services provided, including (*but not limited to*) large volume photocopying charges, certified or registered mail postage, courier and special delivery charges and fees, filing fees, service of process fees, recording and filing fees, title reports, litigation guaranties, telephone conference charges provided by third party providers, depositions, court reporters, witness fees, appraisers, investigators, surveyors, other attorneys, special experts, and other similar charges.
5. **BILLING.** We bill fees and costs monthly. Bills are due and payable upon receipt unless other arrangements are made. A SERVICE CHARGE OF \$50.00 PER MONTH, OR 15% PER ANNUM, WHICHEVER IS GREATER, MAY BE APPLIED TO ANY UNPAID BALANCE OVER 60 DAYS PAST DUE. Disputes or questions about your bill must be delivered to us in writing within 15 days of receipt of the bill. If agreement cannot be reached, disputes will be submitted to the Legal Fee Arbitration Committee of the Colorado Bar Association for a binding arbitration award.
6. **TERMINATION.** This Agreement may be terminated at any time, by written notice, by either party. If permission for withdrawal is required by a court, we will promptly apply for permission and termination will coincide with the court order for withdrawal. We may terminate this Agreement if you misrepresent or fail to disclose material facts, fail to pay fees and expenses as agreed, for conduct making it unreasonably difficult or unethical to represent you, or for any other reason. If terminated, you will immediately pay our fees for services already rendered and expenses incurred, as well as fees, expenses and photocopy expenses incurred by us for transferring files to other legal counsel.
7. **COLLECTION OF FEES.** Collection of fees owed by you to us will be at your expense, and you will be required to pay us any attorneys' fees incurred by us for collecting those amounts, even if the attorneys' fees incurred are fees of an attorney who is our employee. We will be entitled to attorneys' fees incurred for collection, whether or not a lawsuit is filed. You agree that, upon collection of funds from a debtor or any third party owing funds to you, we are allowed to execute, endorse, negotiate and sign any checks, money orders or other forms of payment, and deposit the funds in our trust account (the "retained funds"). If you, at the time the retained funds are received and deposited in our trust account, are more than 90 days in arrears in the payment of our fees and costs, we may apply the retained funds to the unpaid balance owed to us by you. We will provide you with written notice of our intent to apply the retained funds to the outstanding balance at least 30 days before doing so. If you do not object in writing to the application of the retained funds to satisfy our fees and costs within the 30 day period, we will apply those retained funds against the outstanding amount and provide an accounting to you. If you object in writing to our application

of the retained funds within the 30 day period, you agree that the matter shall be submitted for binding and enforceable arbitration through the Colorado Bar Association Legal Fee Dispute Committee. If you fail to participate in the arbitration proceeding, you agree that the arbitrator will be required to enter an award against you. Our right to apply the retained funds is in addition to all other legal and equitable remedies available to us for enforcement of your agreement to pay our fees and costs, such as enforcement through charging or retaining liens.

8. **RECORDS.** You agree to retain in your custody all of your original documents, and will provide us with photocopies for our use. We are authorized to dispose of your file one year after the specific legal matter has been resolved or one year after the last work on the legal matter has been performed by us, whichever comes first. We are not required to give you notice prior to disposing of your file. If you wish to obtain such file, rather than have us dispose of the file, you will be required to notify us of your desire to obtain the file from us. Such notification must be made to us within one year of the time that the specific legal matter has been resolved or within one year after the last work has been performed on such matter by us, whichever comes first.

READ THIS AGREEMENT CAREFULLY, ASK ANY QUESTIONS BEFORE SIGNING, AND RETAIN A COPY. YOUR SIGNATURE ACKNOWLEDGES YOU UNDERSTAND THE AGREEMENT, BELIEVE IT IS FAIR AND REASONABLE, AND AGREE TO PAY. YOU ACKNOWLEDGE RECEIPT, REVIEW AND APPROVAL OF THIS AGREEMENT ON THE DATE INDICATED BELOW.

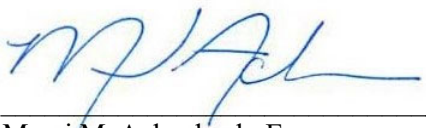
CLIENT:

Haskins Station Metropolitan District

By: CJanke
Christian Janke (Nov 17, 2023 15:30 MST)
Title: President
Date: Nov 17, 2023, 20
Address: 7353 S. Alton Way Ste A100, Centennial Co 801112
Phone number: 303.770.9111
E-mail: mjanke@e5xmanagement.com

FIRM:

Winzenburg, Leff, Purvis & Payne, LLP, a Limited Liability Partnership

By: 
Marci M. Achenbach, Esq.
Date: November 7, 2023

OPERATIONS AND MAINTENANCE AGREEMENT
(Haskins Station Filing No. 1)

This **OPERATIONS AND MAINTENANCE AGREEMENT** (“**Agreement**”) is made effective _____, 2024 (the “**Effective Date**”), by and between **HASKINS STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and **HASKINS STATION OWNERS ASSOCIATION**, a Colorado nonprofit corporation (the “**Association**”). The District and the Association 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, the Association is a Colorado nonprofit corporation formed for the purposes of administering and enforcing the covenants, conditions, and restrictions in that particular Declaration of Covenants, Conditions and Restrictions for Haskins Station Owners Association which was recorded on June 20, 2022 at Reception No. 2022059117 in the office of the Clerk and Recorder of Jefferson County, Colorado, as amended by a First Amendment to Declaration of Covenants, Conditions and Restrictions for Haskins Station Owners Association recorded on August 3, 2022 at Reception No. 2022074494, and as further amended and supplemented by documents of record (collectively, “**Declaration**”); and

WHEREAS, unless otherwise defined herein, capitalized terms shall have the meaning given to them in the Declaration; and

WHEREAS, the purpose of this Agreement is to memorialize the operations and maintenance responsibilities for improvements within Haskins Station Filing No. 1 as between the District and the Association.

NOW THEREFORE, in consideration of the foregoing, and in further consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals and Exhibits. The Recitals and Exhibits are incorporated into and made a substantive part of this Agreement.
2. Alleyways.
 - a. As of the Effective Date, SSM Ridge, LLC, a Colorado limited liability company (“**SSM**”) owns the following properties: Block 6, Tract L; Block 4, Tract F; Block 5, Tract D; Block 6, Tract C; and Block 3, Tract I, Haskins Station Subdivision Filing No. 1 which was recorded on September 19, 2019 at Reception No. 2019086375 in the office of the Clerk and Recorder of Jefferson County, Colorado

(collectively, the “**Alleyways**”). Following completion of construction of the Alleyways, SSM intends to convey the Alleyways to the District for ownership, operations, and maintenance.

- b. Pursuant to the terms of this Agreement, the Parties agree that the District shall own the Alleyways and the Association shall be responsible for the operations and maintenance of the Alleyways.

3. Sidewalks.

- a. As of the Effective Date, SSM Ridge, LLC, a Colorado limited liability company (“**SSM**”) owns the following properties: Block 6, Tract K and Block 3, Tract H, Haskins Station Subdivision Filing No. 1 which was recorded on September 19, 2019 at Reception No. 2019086375 in the office of the Clerk and Recorder of Jefferson County, Colorado, on which are constructed sections of sidewalk adjacent to units served by the Haskins Station Owners Association, as set forth in the map in **Exhibit A** attached hereto and incorporated herein by this reference (collectively, the “**Sidewalks**”). Following completion of construction of the Sidewalks, SSM intends to convey the Sidewalks to the District for ownership, operations, and maintenance.
- b. Pursuant to the terms of this Agreement, the Parties agree that the District shall own the Sidewalks and the Association shall be responsible for the operations and maintenance of the Sidewalks.

4. Obligations of the District for the Alleyways and Sidewalks.

- a. The District shall acquire the Alleyways, Sidewalks, and Tracts pursuant to the terms of that certain Public Improvements Acquisition and Reimbursement Agreement between the District and SSM dated September 4, 2019, as amended from time to time (the “**Acquisition Agreement**”).
- b. The District will provide written notice to the Association that the acquisition of the Alleyways and Sidewalks from SSM has been completed and the Association, 45 days from receipt of said notice, may independently confirm the property construction/design of the alleyways and sidewalks and provide its Punchlist, if any, within said 45 day period. On or before the end of such 45-day period, the Association shall have the opportunity to provide a punchlist of items to the District that it believes need to be completed or corrected based on the construction and design contracts and other applicable plans and specifications (the “**Punchlist**”). The District shall have a reasonable opportunity to dispute the Punchlist in accordance with the terms of Section 7.
- c. The District shall carry property insurance for the Alleyways and Sidewalks in the minimum amount of the insurable replacement cost thereof, which insurance shall provide primary coverage with respect to claims related to damage or destruction of the Alleyways and Sidewalks. The District shall also carry general liability

insurance with standard coverage for governmental agencies in the State of Colorado. Each insurance policy shall name the Association as an additional insured if permitted. The District shall provide copies of the certificates of such insurance to the Association on a yearly basis and shall notify the Association of any change in or cancellation of such insurance.

5. Obligations of the Association for the Alleyways and Sidewalks.

- a. Following conveyance of the Alleyways and Sidewalks from SSM to the District, the District hereby grants, sells, bargains and conveys to the Association, its successors, assigns, agents, employees, contractors, and licensees, a non-exclusive, perpetual easement, together with all rights and privileges necessary or incidental to the Association's full use and enjoyment of its easement rights on, over, above, across, and through the Alleyways and Sidewalks as set forth in **Exhibit A** attached hereto and incorporated herein by this reference (the "**Easement Area**") for the purposes of providing operations and maintenance services to the Alleyways and Sidewalks.
- b. At such time as the Alleyways and Sidewalks have been accepted by the Association by either written confirmation or inaction pursuant to Section 4.b, or if applicable the Punchlist has been completed to the Association's reasonable satisfaction pursuant to Section 4.b, the Association shall become responsible for the operations and maintenance of the Alleyways and Sidewalks.
 - i. In the event of snow accumulations of two (2) inches or more on the Alleyways and Sidewalks after a storm event, the Association shall cause the snow to be removed from the Alleyways and Sidewalks at its sole cost and expense.
 - ii. The Association shall maintain, repair, and replace the concrete in the Alleyways and Sidewalks at its sole cost and expense.

6. Reimbursement for Water Sourced from District Taps.

- a. As of the Effective Date, SSM owns the following properties: Block 3, Tract H; Block 3, Tract J; Block 3, Tract P; Block 4, Tract G; Block 5, Tract E; Block 5, Tract R; Block 6, Tract K; Block 6, Tract M; Block 6, Tract N; Block 6, Tract O, Haskins Station Subdivision Filing No. 1, which was recorded on September 19, 2019 at Reception No. 2019086375 in the office of the Clerk and Recorder of Jefferson County, Colorado (collectively, the "**Tracts**"). SSM owns certain water taps within the Tracts, specifically 5330 Quail Way, 11316 W 53rd Place, 11496 W 53rd Place, and 5203 Queen Court (collectively, the "**District Taps**"). Following completion of construction of the improvements on the Tracts, SSM intends to convey the Tracts to the District for ownership, operations, and maintenance and to transfer the District Taps to the District for ownership.
- b. Water sourced from the District Taps provides irrigation for certain "tree lawns"

and “courtyards” maintained by the Association and associated with common areas and individually-owned Lots within the Association (collectively, the “**Association Maintained Property**”).

- c. The Association agrees to reimburse the District for water used on Association Maintained Property, as well as for electricity used in the operation of booster pumps and irrigation controllers serving the shared irrigation systems, in accordance with the allocation of responsibility designated for each respective District Tap, as detailed in **Exhibit B** attached hereto (the “**Association Water Cost**”).
- d. Pursuant to the terms of this Agreement, within thirty (30) days of receipt of the monthly water usage invoice from the City of Arvada, and monthly electricity usage invoice from Xcel Energy for the District Taps, the District will provide an invoice to the Association for the Association Water Cost. The Association shall, within fifteen (15) days of receipt of the invoice pay the District for the invoiced amount of the Association Water Cost, or pay such amounts as are undisputed and provide notice to the District of the basis of any dispute. Unless the District is also in default of this Agreement, the District may suspend water service if invoices are more than 120 days past due.

7. Dispute Resolution. The Parties shall promptly meet to discuss the basis of any dispute and seek resolution and may engage in mediation upon mutual agreement.

8. Costs and Attorney Fees. This Agreement and the terms, conditions, and provisions hereof may be enforced by the Parties and their successors and assigns. In the event legal or administrative suits or proceedings are brought against either Party arising out of or for the enforcement of the terms of this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys’ fees and other costs in addition to any other relief to which the prevailing party or parties may be entitled to.

9. Default; Notice of 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 may deliver written notice to the defaulting Party of the default, at the address specified in Section 16 below, and the defaulting Party will have 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 10-day period and the defaulting Party gives written notice to the non-defaulting Party within such 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 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.

10. Indemnification. Both the Association and the District, to the extent permitted by law, if at all, agree to indemnify, defend, and hold harmless the other, its directors, officers, employees, agents, and contractors, and to pay any and all judgments rendered against said persons on account of any suit, action, or claim caused by, arising from, or on account of acts or

omissions by itself, its directors, officers, employees, agents and contractors under this Agreement.

11. Liens and Encumbrances. The Association shall not have any right or interest in any District assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the services contemplated in this Agreement. The Association, 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, and the Association shall cause all subcontractors, suppliers, materialmen, and others claiming by, through or under the Association to execute similar waivers in connection with the operation, maintenance, and repair of the Alleyways.

12. Costs and Attorney Fees. This Agreement and the terms, conditions, and provisions hereof may be enforced by the Parties and their successors and assigns. In the event legal or administrative suits or proceedings are brought against either Party arising out of or for the enforcement of the terms of this Agreement, the prevailing party or parties shall recover from the non-prevailing party or parties all costs associated therewith, including but not limited to reasonable attorneys' fees and other costs in addition to any other relief to which the prevailing party or parties may be entitled to.

13. Governmental Immunity. Nothing in this Agreement shall be construed to be a waiver, in whole or in part, of any right, privilege, or protection afforded the District or its directors, officers, employees, servants, agents, or authorized volunteers under any governmental immunity that may be available under law, in particular, governmental immunity afforded or available to the District pursuant to the Colorado Governmental Immunity Act, Section 24- 10-101, *et seq.*, C.R.S., as amended from time to time.

14. Governing Law. This Agreement shall be governed by, construed, and interpreted in accordance with the laws of the State of Colorado and shall be binding upon and inure to the benefit of the Parties and their successors and assigns. The place of venue shall be Jefferson County, Colorado.

15. Severability. If any provision of this Agreement or the application thereof to any person, party, or circumstances shall to any extent be invalid, the remainder of this Agreement or the application of such provision to persons, parties, or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

16. Notice. 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 16 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:

If to the District: White Bear Ankele Tanaka & Waldron
2154 East Commons Avenue, Suite 2000
Centennial, CO 80122
Attention: Kristin Bowers
(303) 858-1800
kbowers@wbapc.com

If to the Association: Service Plus Community Management LLC
3190 S. Vaughn Way, Suite 550
Aurora, CO 80014
Phone:
Email:

Any and all notices and demands given under this Agreement shall be deemed to have been given and received on the earliest to occur of the following: (a) upon personal delivery to the referenced party; or (b) three days after deposit in the United States Mail, postage prepaid, first class mail, addressed to the applicable parties at the addresses listed above, or at such other addresses as may be designated by any part by written notice from time to time, given in accordance herewith; or (c) when sent by email or facsimile and upon the receipt by the sending party of written confirmation by the receiving party; provided, however, that an automated facsimile or email confirmation of delivery or read receipt shall not constitute such confirmation.

17. Amendment. This Agreement may be amended, altered, or modified only by written instrument, validly executed by the Parties.

18. Assignment. Neither party shall assign this Agreement or parts thereof, or its respective duties, without the express written consent of the other party.

19. 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 their successors and assigns 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 receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

20. Waiver. Any failure to enforce or waiver of any breach of any of the provision of this Agreement shall not constitute a waiver of any continued or additional breach of the same or any other provisions of this Agreement.

21. Counterparts. This Agreement may be executed in multiple counterparts that, taken together, shall constitute the whole agreement. Facsimile or electronic copies of signatures shall be valid as originals, 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.

22. 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 obligations of the District under this Agreement are subject to annual budgeting and appropriations, and the Association expressly understands and agrees that the decision whether or not to budget and appropriate funds is within the discretion of the District's governing body, and the obligations of the District shall extend only to monies appropriated for the purposes of this Agreement and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. The Association understands and intends that the District's obligation to make payments and pay other amounts due under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements.

[Signature pages follow.]

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective as the Effective Date.

DISTRICT:

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
Name: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of ____, 2024, by _____ as _____ of Haskins Station Metropolitan District.

Witness my hand and official seal.

My commission expires _____.

Notary Public

Exhibit A

Easement Area

Haskins Station Subdivision Filing No. 1, Block 3, Tract H, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 3, Tract I, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 4, Tract F, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 5, Tract D, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 6, Tract C, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 6, Tract K, recorded on September 19, 2019 at Reception No. 2019086375

Haskins Station Subdivision Filing No. 1, Block 6, Tract L, recorded on September 19, 2019 at Reception No. 2019086375

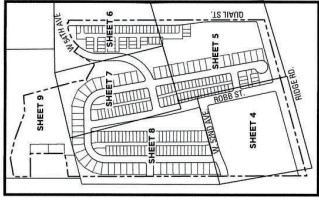
2019.08.26.25

-  ALLEYSWAYS
-  SIDEWALKS

FINAL PLAT

HASKINS STATION SUBDIVISION

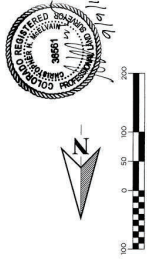
A PARCEL OF LAND BEING ALL OF TRACT L, SKYLINE ESTATES FILING NO. 1, A SUBDIVISION RECORDED AT RECEPTION NO. F0988769 TOGETHER WITH THAT PARCE OF LAND RECORDED AT RECEPTION NO. 2015092882 AND LOCATED IN THE WEST 1/2 OF SECTION 16, TOWNSHIP 3 SOUTH, RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF ARVADA, COUNTY OF JEFFERSON, STATE OF COLORADO



NOTE: DETAILED INFORMATION FOR EACH LOT AND TRACT CAN BE FOUND ON SHEETS 4 TO 9 WITHIN THE PLAT.
 2. WITHIN THE PLAT.

LEGEND

- USE UTILITY EASEMENTS AS DESCRIBED
- DNE DRAINAGE EASEMENT AS DESCRIBED
- DRM DRAINAGE AND MAINTENANCE EASEMENT AS DESCRIBED
- SET NO. 1 FURNACE W/ DRAINAGE CAP P.L.S. 3681
- FOUND PROPERTY PIN AS DESCRIBED
- SET NO. 2 FURNACE W/ DRAINAGE CAP P.L.S. 3681
- SURVEY MONUMENTS SHALL NOT BE REMOVED, REWORKED, ALTERED OR DISOCCURED BY ANY UTILITIES.
- N.R. INDICATES NON-INDUSTRY
- XEE XEE TOWERS
- MONUMENTS (SECTION CORNERS)
- RIGHT-OF-WAY BOUNDARIES
- LAND DIVISION BOUNDARIES
- ROAD CENTERLINE
- EASEMENTS
- RAILROAD TRACKS
- RIGHT-OF-WAY CENTERLINE
- RIGHT-OF-WAY CENTERLINE CURVE NUMBER
- LOT OR TRACT CURVE NUMBER
- RECORDED BOUNDARY MEASUREMENT





KT ENGINEERING
ENGINEERS - SURVEYORS

12500 W. 89th AVE. #230
CENTENNIAL, CO 80015
TEL: 720.338.9392

DATE	REVISION NO.	DATE
09.03.2019	1	
	2	
	3	
	4	
	5	

PROJECT: HASKINS STATION SUBDIVISION
 PREPARED BY: SSM RIDGE LLC
 7355 SOUTH ALTON WAY
 CENTENNIAL, CO 80015
 SCALE: 1"=100'
 SHEET 3 OF 10

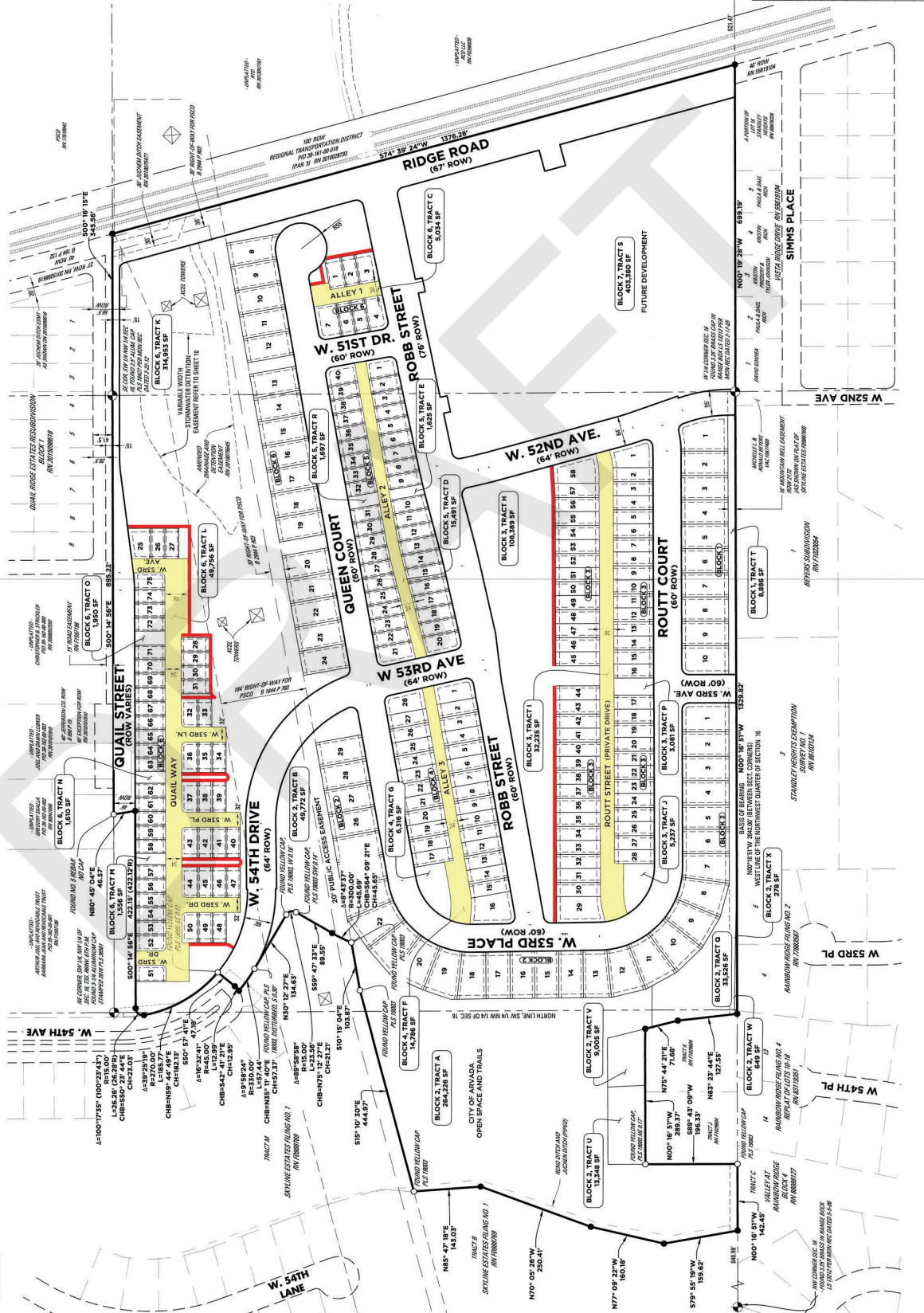


Exhibit B

Association Water Cost

TAP NO.	SERVICE ADDRESS	TOTAL DISTRICT IRRIGATED COMMON AREA (SF)	TOTAL PRIVATE LOT (HSOA) IRRIGATED AREA (SF)	TOTAL IRRIGATED AREA (SF)	DISTRICT % OF RESPONSIBILITY	PRIVATE LOT (HSOA) % OF RESPONSIBILITY
1	5330 QUAIL WAY	9,848	34,713	44,561	22%	78%
3	11316 W 53RD PL	17,123	18,736	35,859	48%	52%
5	11496 W 53RD PL	17,819	32,387	50,206	35%	65%
6	5203 QUEEN CT	16,591	33,763	50,354	33%	67%

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
HASKINS STATION METROPOLITAN DISTRICT**

ESTABLISHING A COMMUNITY GARDEN COMMITTEE

WHEREAS, Haskins Station Metropolitan District (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. (the “**Special District Act**”); and

WHEREAS, pursuant to § 32-1-1001(1)(h), C.R.S., the Board of Directors of the District (the “**Board**”) is empowered to have the 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 desires to establish a community garden committee for the purposes of helping to plan, oversee, and manage the operations of the garden area to ensure efficient and effective use by community members.

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

1. Creation and Establishment of the Community Garden Committee. The Board hereby creates and establishes the Haskins Station Metropolitan District Community Garden Committee (the “**Community Garden Committee**”).

2. Role of the Community Garden Committee.

a. The Community Garden Committee is established to help plan, oversee, and manage the operations of the garden area to ensure efficient and effective use by community members.

b. The Community Garden Committee shall present a standardized report to the Board at least quarterly at the regular District Board meetings, and more often as desired by the Community Garden Committee or as directed by the Board. Such standardized report shall be provided to the District’s manager in writing no later than one week before any such meeting.

c. The Community Garden Committee does not have the authority to give directions and/or instructions to the District’s manager, or its employees, or to contractors, consultants or employees of the District, unless otherwise approved by the Board. In addition, the Community Garden Committee has only such authority as given by the Board and has no authority to bind the District. All communication with and direction to consultants, contractors or employees of the District is the sole responsibility of the Board and the District’s manager.

3. Committee Members. The Community Garden 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 number of members of the Community Garden Committee is at the discretion of the Board with members acting in a volunteer capacity. Each Community Garden Committee member shall serve for a term of one (1) year from the date of their appointment, and may, upon expiration of their term, be reappointed in the discretion of the Board. The Community Garden Committee members shall serve at the pleasure of the Board and may be removed at any time, with or without cause, by the Board. The Community Garden Committee members shall serve as volunteers and are not entitled to any compensation for their service on the Community Garden Committee. The Community Garden Committee members shall, from among the membership of the Community Garden Committee, select one of them to act as the chairperson of the Community Garden Committee.

4. Conflicts of Interest. If any members of the Community Garden Committee conclude that they have a conflict of interest or an appearance of fairness problem with respect to a matter pending before the Community Garden Committee so that they cannot discharge their duties on the Community Garden Committee, they shall disqualify themselves from participating in the deliberations and the decision-making process with respect to the matter.

5. Point of Contact. The Community Garden Committee's primary point of contact is the District's manager.

6. Amendment. The District expressly reserves the right to amend, revise, redact, and/or repeal the Community Garden 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 Community Garden Committee members, increase the number of Community Garden Committee members, add to or reduce the authority of the Community Garden Committee, or eliminate the Community Garden Committee, all in the Board's sole and absolute discretion.

7. 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.

[Signature page follows.]

RESOLVED, ADOPTED AND APPROVED this 17th day of April, 2024.

HASKINS STATION METROPOLITAN
DISTRICT

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

*Signature page to Resolution of the Board of Directors of Haskins Station Metropolitan District
Establishing a Community Garden Committee*

**FIRST AMENDMENT TO
HASKINS STATION METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2024)**

WHEREAS, at the regular meeting of the Board of Directors (the “**Board**”) of Haskins Station Metropolitan District (the “**District**”), held on November 15, 2023, the Board adopted an Annual Administrative Resolution (2024) (the “**Resolution**”); and

WHEREAS, since the adoption of the Resolution, the Board has determined to change the posting location for regular and special meetings, as well as the schedule and locations of regular and annual meetings.

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

REPEAL AND REPLACEMENT. The Board hereby repeals Paragraph 18 of the Resolution in its entirety, and the following Paragraph 18 is substituted:

18. The Board determines to hold regular meetings on [REDACTED], 2024 and [REDACTED], 2024, both at [REDACTED].m. by telephone, electronic, or other means not requiring physical presence, subject to change by action of the Board.

All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

The Board hereby repeals Paragraph 19 of the Resolution in its entirety, and the following Paragraph 19 is substituted:

19. The Board determines to hold an annual meeting, pursuant to § 32-1-903(6), on [REDACTED], 2024 at [REDACTED].m. at the Apex Center (Randall Room), 13150 W. 72nd Avenue, Arvada, Colorado, subject to change by action of the Board.

Notice of the annual meeting shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable. The District’s Manager shall be responsible for coordinating the required presentations for the annual meeting.

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

[Remainder of Page Intentionally Left Blank, Signature Page Follows]

ADOPTED THIS 17TH DAY OF APRIL, 2024.

(SEAL)

DISTRICT:

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Haskins Station Metropolitan District
Interim Check List
November 10, 2023 - April 9, 2024

Check Date	Vendor	Invoice	Invoice Date	Amount	General	Operations	Bonds	Capital	Total
12/15/2023	CPS, Inc	1660	6/30/2023	\$ 837.25	\$ -	\$ 837.25	\$ -	\$ -	\$ 837.25
12/15/2023	CPS, Inc	1682	9/30/2023	793.00	-	793.00	-	-	793.00
12/15/2023	CPS, Inc	1688	10/31/2023	632.00	-	632.00	-	-	632.00
12/15/2023	UMB Bank, N.A.	960467	1/1/2024	4,000.00	-	-	4,000.00	-	4,000.00
12/15/2023	UMB Bank, N.A.	960468	1/1/2024	3,000.00	-	-	3,000.00	-	3,000.00
12/15/2023	White Bear Ankele Tanaka & Waldron	31022	10/31/2023	2,050.00	-	2,050.00	-	-	2,050.00
1/9/2024	CliftonLarsonAllen LLP	3943261	9/30/2023	8,707.33	4,406.53	4,300.80	-	-	8,707.33
1/9/2024	Colorado Special Districts Property and Liability	24PL-61712-1621	1/1/2024	2,076.00	2,076.00	-	-	-	2,076.00
1/9/2024	Colorado Special Districts Property and Liability	24WC-61712-0747	1/1/2024	450.00	450.00	-	-	-	450.00
1/9/2024	White Bear Ankele Tanaka & Waldron	31379	11/30/2023	2,050.00	-	2,050.00	-	-	2,050.00
1/9/2024	White Bear Ankele Tanaka & Waldron	29345	7/31/2023	2,019.00	2,019.00	-	-	-	2,019.00
2/23/2024	CliftonLarsonAllen LLP	3989287	10/31/2023	9,340.17	4,237.27	3,663.65	-	1,439.25	9,340.17
2/23/2024	CliftonLarsonAllen LLP	3989290	11/29/2023	5,177.71	2,635.56	2,542.15	-	-	5,177.71
2/23/2024	White Bear Ankele Tanaka & Waldron	31012	10/31/2023	5,278.22	4,780.58	-	-	497.64	5,278.22
4/8/2024	CPS, Inc	1699	11/30/2023	959.32	-	959.32	-	-	959.32
4/8/2024	White Bear Ankele Tanaka & Waldron	31368	11/30/2023	2,115.00	2,115.00	-	-	-	2,115.00
4/8/2024	White Bear Ankele Tanaka & Waldron	31749	12/31/2023	2,051.35	-	2,051.35	-	-	2,051.35
4/8/2024	White Bear Ankele Tanaka & Waldron	31738	12/31/2023	1,306.95	1,306.95	-	-	-	1,306.95
				\$ 52,843.30	\$ 24,026.89	\$ 19,879.52	\$ 7,000.00	\$ 1,936.89	\$ 52,843.30

**HASKINS STATION METROPOLITAN DISTRICT
FINANCIAL STATEMENTS PERIODS
ENDED DECEMBER 31, 2023**

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**Haskins Station Metro District
Balance Sheet - Governmental Funds
December 31, 2023**

	<u>General</u>	<u>Special Revenue</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Assets					
Checking Account	\$ 8,486.62	\$ 67,777.81	\$ 10,641.17	\$ -	\$ 86,905.60
UMB 2019A Bond Fund	-	-	54.48	-	54.48
UMB 2019A Reserve Fund	-	-	809,974.67	-	809,974.67
UMB 2019A Surplus Fund	-	-	7,311.45	-	7,311.45
Accounts Receivable	-	15,080.90	-	-	15,080.90
Receivable from County Treasurer	4,657.50	-	13,945.56	-	18,603.06
Property Tax Receivable	59,778.00	-	210,152.00	-	269,930.00
Due from Other Funds	9,355.24	-	-	-	9,355.24
Prepaid Expenses	-	-	7,000.00	-	7,000.00
Total Assets	<u>\$ 82,277.36</u>	<u>\$ 82,858.71</u>	<u>\$ 1,059,079.33</u>	<u>\$ -</u>	<u>\$ 1,224,215.40</u>
Liabilities					
Accounts Payable	\$ 21,002.07	\$ 19,592.42	\$ -	\$ 3,958.14	\$ 44,552.63
Due to Other Funds	-	-	-	9,355.24	9,355.24
Prepaid Assessments	-	600.00	-	-	600.00
Total Liabilities	<u>21,002.07</u>	<u>20,192.42</u>	<u>-</u>	<u>13,313.38</u>	<u>54,507.87</u>
Deferred Inflows of Resources					
Deferred Property Tax	59,778.00	-	210,152.00	-	269,930.00
Total Deferred Inflows of Resources	<u>59,778.00</u>	<u>-</u>	<u>210,152.00</u>	<u>-</u>	<u>269,930.00</u>
Fund Balances	<u>1,497.29</u>	<u>62,666.29</u>	<u>848,927.33</u>	<u>(13,313.38)</u>	<u>899,777.53</u>
Liabilities and Fund Balances	<u>\$ 82,277.36</u>	<u>\$ 82,858.71</u>	<u>\$ 1,059,079.33</u>	<u>\$ -</u>	<u>\$ 1,224,215.40</u>

Haskins Station Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 44,386.00	\$ 43,920.72	\$ 465.28
Property Taxes - URA	34,380.00	30,980.79	3,399.21
Specific ownership taxes	3,107.00	5,674.28	(2,567.28)
Interest income	-	411.35	(411.35)
Total Revenue	<u>81,873.00</u>	<u>80,987.14</u>	<u>885.86</u>
Expenditures			
Accounting	31,000.00	32,418.37	(1,418.37)
Auditing	6,500.00	5,900.00	600.00
County Treasurer's Fee	666.00	622.85	43.15
Dues and membership	700.00	336.56	363.44
Insurance	3,000.00	3,021.00	(21.00)
Legal	38,000.00	27,165.18	10,834.82
Miscellaneous	2,000.00	-	2,000.00
Election	4,000.00	3,816.60	183.40
Contingency	3,134.00	-	3,134.00
Total Expenditures	<u>89,000.00</u>	<u>73,280.56</u>	<u>15,719.44</u>
Other Financing Sources (Uses)			
Developer advance	8,000.00	-	8,000.00
Total Other Financing Sources (Uses)	<u>8,000.00</u>	<u>-</u>	<u>8,000.00</u>
Net Change in Fund Balances	873.00	7,706.58	(6,833.58)
Fund Balance - Beginning	2,351.00	(6,209.29)	8,560.29
Fund Balance - Ending	<u>\$ 3,224.00</u>	<u>\$ 1,497.29</u>	<u>\$ 1,726.71</u>

Haskins Station Metro District
Special Revenue Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations Fees - Recurring	\$ 84,600.00	\$ 57,113.84	\$ 27,486.16
Operations Fees - Transfer	85,800.00	76,800.00	9,000.00
Total Revenue	<u>170,400.00</u>	<u>133,913.84</u>	<u>36,486.16</u>
Expenditures			
Insurance	3,000.00	-	3,000.00
District management	16,000.00	23,214.11	(7,214.11)
Billing	8,000.00	32,704.76	(24,704.76)
Covenant enforcement	-	9,867.55	(9,867.55)
Repairs and maintenance	5,000.00	-	5,000.00
Landscaping	25,000.00	-	25,000.00
Snow removal	20,000.00	-	20,000.00
Water	3,000.00	-	3,000.00
Electricity	1,000.00	-	1,000.00
Lighting	1,000.00	-	1,000.00
Website	1,000.00	600.00	400.00
Park Equipment	1,000.00	-	1,000.00
Contingency	600.00	-	600.00
Total Expenditures	<u>84,600.00</u>	<u>66,386.42</u>	<u>18,213.58</u>
Net Change in Fund Balances	85,800.00	67,527.42	18,272.58
Fund Balance - Beginning	4,200.00	(4,861.13)	9,061.13
Fund Balance - Ending	<u>\$ 90,000.00</u>	<u>\$ 62,666.29</u>	<u>\$ 27,333.71</u>

SUPPLEMENTARY INFORMATION

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Haskins Station Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 132,901.00	\$ 131,507.89	\$ 1,393.11
Property Taxes - URA	102,944.00	92,763.01	10,180.99
Specific ownership taxes	9,303.00	16,989.99	(7,686.99)
Interest income	30,000.00	48,973.03	(18,973.03)
Total Revenue	<u>275,148.00</u>	<u>290,233.92</u>	<u>(15,085.92)</u>
Expenditures			
County Treasurer's Fee	1,994.00	1,864.92	129.08
Paying agent fees	7,000.00	7,000.00	-
Bond interest	514,000.00	514,000.00	-
Bond principal	20,000.00	20,000.00	-
Contingency	2,006.00	-	2,006.00
Total Expenditures	<u>545,000.00</u>	<u>542,864.92</u>	<u>2,135.08</u>
Net Change in Fund Balances	(269,852.00)	(252,631.00)	(17,221.00)
Fund Balance - Beginning	1,111,954.00	1,101,558.33	10,395.67
Fund Balance - Ending	<u>\$ 842,102.00</u>	<u>\$ 848,927.33</u>	<u>\$ (6,825.33)</u>

Haskins Station Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2023

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Interest income	\$ 100.00	\$ -	\$ 100.00
Total Revenue	<u>100.00</u>	<u>-</u>	<u>100.00</u>
Expenditures			
Accounting	6,000.00	1,439.25	4,560.75
Legal	6,000.00	497.64	5,502.36
Public Improvements	5,000,000.00	2,050,343.42	2,949,656.58
Bond issue costs	160,000.00	-	160,000.00
Engineering	8,000.00	2,928.75	5,071.25
Total Expenditures	<u>5,180,000.00</u>	<u>2,055,209.06</u>	<u>3,124,790.94</u>
Other Financing Sources (Uses)			
Repay Developer Advance - Principal	(4,820,100.00)	(1,757,654.00)	(3,062,446.00)
Developer advance	5,000,000.00	2,050,343.42	2,949,656.58
Bond issuance proceeds	5,000,000.00	1,757,654.00	3,242,346.00
Total Other Financing Sources (Uses)	<u>5,179,900.00</u>	<u>2,050,343.42</u>	<u>3,129,556.58</u>
Net Change in Fund Balances	-	(4,865.64)	4,865.64
Fund Balance - Beginning	-	(8,447.74)	8,447.74
Fund Balance - Ending	<u>\$ -</u>	<u>\$ (13,313.38)</u>	<u>\$ 13,313.38</u>

HASKINS STATION METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2023
Updated as of April 5, 2024

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank - Checking Account</u>					
Balance as of 12/31/23	\$ 8,486.62	\$ 67,777.81	\$ 10,641.17	\$ -	\$ 86,905.60
Subsequent activities:					
01/09/24 - Bill.com Payments	(8,951.53)	(6,350.80)	-	-	(15,302.33)
01/10/24 - Property/ SO Taxes	351.66	-	1,052.96	-	1,404.62
01/31/24 - Operations & Transfer Fees January	-	30,009.28	-	-	30,009.28
02/10/24 - Property/SO Taxes	693.19	-	2,436.95	-	3,130.14
02/23/24 - TIF through Nov 2023	4,305.84	-	12,892.60	-	17,198.44
02/23/24 - Transfer between Funds	(1,936.89)	-	-	1,936.89	-
02/23/24 - Bill.com Payments	(11,653.41)	(6,205.80)	-	(1,936.89)	(19,796.10)
02/29/24 - Operations & Transfer Fees February	-	8,916.84	-	-	8,916.84
03/10/24 - Property/SO Taxes	14,810.66	-	52,067.47	-	66,878.13
03/31/24 - Operations & Transfer Fees March	-	6,247.56	-	-	6,247.56
04/04/24 - Operations & Transfer Fees to Date	-	13,420.58	-	-	13,420.58
04/06/24 - Bill.com Payments	(3,421.95)	(3,010.67)	-	-	(6,432.62)
Anticipated Transfer Between Funds	(2,021.25)	-	-	2,021.25	-
Anticipated Bill.com Payments	(7,933.34)	(14,056.19)	-	(2,021.25)	(24,010.78)
Anticipated Transfer to UMB Bond Fund	-	-	(79,091.15)	-	(79,091.15)
<i>Anticipated Balance</i>	<u>(7,270.40)</u>	<u>96,748.61</u>	<u>-</u>	<u>0.00</u>	<u>89,478.21</u>
<u>UMB 2019A Bond Fund</u>					
Balance as of 12/31/23	-	-	54.48	-	54.48
Subsequent activities:					
01/31/24 - Interest Income	-	-	0.33	-	0.33
02/29/24 - Interest Income	-	-	0.29	-	0.29
03/31/24 - Interest Income	-	-	0.28	-	0.28
Anticipated Transfer from 1st Bank	-	-	79,091.15	-	79,091.15
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>79,146.53</u>	<u>-</u>	<u>79,146.53</u>
<u>UMB 2019A Reserve Fund (Required Reserve: \$806,500)</u>					
Balance as of 12/31/23	-	-	809,974.67	-	809,974.67
Subsequent activities:					
01/31/24 - Interest Income	-	-	3,853.92	-	3,853.92
02/29/24 - Interest Income	-	-	3,359.31	-	3,359.31
03/31/24 - Interest Income	-	-	3,217.01	-	3,217.01
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>820,404.91</u>	<u>-</u>	<u>820,404.91</u>
<u>UMB 2019A Surplus Fund (Maximum Amount: \$1,028,000)</u>					
Balance as of 12/31/23	-	-	7,311.45	-	7,311.45
Subsequent activities:					
01/31/24 - Interest Income	-	-	34.83	-	34.83
02/29/24 - Interest Income	-	-	30.35	-	30.35
03/31/24 - Interest Income	-	-	29.04	-	29.04
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>7,405.67</u>	<u>-</u>	<u>7,405.67</u>
Total Anticipated Balances	<u>\$ (7,270.40)</u>	<u>\$ 96,748.61</u>	<u>\$ 906,957.11</u>	<u>\$ 0.00</u>	<u>\$ 996,435.32</u>

HASKINS STATION METROPOLITAN DISTRICT
Property Taxes Reconciliation
2023

	Current Year										Prior Year		
	Property Taxes	TIF	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Property Taxes Received		Property Tax Received	% of Total Property Taxes Received	
									Monthly	Y-T-D		Monthly	Y-T-D
Beginning Bal							11,926.30						
January	\$ -	\$ -	\$ -	\$ 2,010.77	\$ -	\$ -	(2,010.77)	\$ -	0.00%	0.00%	\$ 1,606.51	0.00%	0.00%
February	6,585.27	-	-	1,897.95	-	-	(8,483.22)	-	3.71%	3.71%	1,522.16	0.07%	0.07%
March	4,470.77	-	-	1,989.22	164.60	-	(1,432.31)	5,192.28	2.52%	6.24%	1,516.91	0.00%	0.07%
April	4,192.82	-	-	1,640.71	-	(62.89)	-	5,770.64	2.36%	8.60%	29,137.20	19.94%	20.01%
May	134,915.70	-	-	2,023.30	34.32	(2,024.25)	-	134,949.07	76.10%	84.70%	112,957.97	79.90%	99.91%
June	4,776.99	-	-	1,805.95	12.26	(71.84)	-	6,523.36	2.69%	87.40%	102,068.48	-4.15%	95.76%
July	56.77	106,545.36	-	1,843.34	1.70	(0.88)	-	108,446.29	0.03%	87.43%	-	0.00%	95.76%
August	-	-	-	2,170.74	-	-	-	2,170.74	0.00%	87.43%	-	-10.43%	85.33%
September	-	-	-	1,861.42	-	-	-	1,861.42	0.00%	87.43%	-	0.00%	85.33%
October	-	-	-	2,015.82	-	-	-	2,015.82	0.00%	87.43%	-	0.00%	85.33%
November	20,430.29	17,198.44	-	2,000.43	1,430.12	(327.91)	-	40,731.37	11.52%	98.95%	-	0.00%	85.33%
December	-	-	-	1,404.62	-	-	-	1,404.62	0.00%	98.95%	-	0.00%	85.33%
Total	\$ 175,428.61	\$ 123,743.80	\$ -	\$ 22,664.27	\$ 1,643.00	\$ (2,487.77)	\$ (0.00)	\$ 309,065.61	98.95%	98.95%	\$ 248,809.23	85.33%	85.33%

Taxes Levied	% of Levied	Property Taxes Collected	to Amount Levied
Property Tax			
General Fund	25.04%	\$ 43,920.72	98.95%
Debt Service Fund	74.96%	131,507.89	98.95%
Total	100.00%	\$ 175,428.61	98.95%

Specific Ownership Tax

General Fund	25.04%	\$ 5,674.28	182.63%
Debt Service Fund	74.96%	16,989.99	182.63%
Total	100.00%	\$ 22,664.27	182.63%

Treasurer's Fees

General Fund	25.04%	\$ 622.85	93.52%
Debt Service Fund	74.96%	1,864.92	93.52%
Total	100.00%	\$ 2,487.77	93.53%

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