

CIMARRON METROPOLITAN DISTRICT
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: 303-779-5710

www.candelascommunity.com

NOTICE OF SPECIAL MEETING AND AGENDA

DATE: Tuesday, September 26, 2023
TIME: 12:00 p.m.
LOCATION: via Microsoft Teams

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

URL:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_NmY3MWEzZjUtNWFiNy00YTc1LTlhOWYtMDk3YzExNGNiZTE2%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

Dial in:

1-720-547-5281 United States, Denver
Phone Conference ID: **981 152 712#**

Board of Directors

Office

Term Expires

Brian Mulvany	President	May, 2025
Patrick Vaughn	Secretary	May, 2027
Brian Daly	Treasurer	May, 2025
Vacant	N/A	May, 2027
Vacant	N/A	May, 2027

I. ADMINISTRATIVE MATTERS

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

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

III. CONSENT AGENDA

- A. Review and consider approval of the Minutes of the July 31, 2023 Special Meeting (enclosed).

IV. FINANCIAL MATTERS

- A. Conduct public hearing on the amendment of the 2022 Budget and consider adoption of Resolution to Amend the 2022 Budget (to be distributed).
- B. Review and consider acceptance of draft 2022 Audit (to be distributed).

V. LEGAL MATTERS

- A. Ratify Project Funding and Reimbursement Agreement with Arvada Residential Partners, LLC (enclosed).
- B. Ratify Change Order No. 4 to Service Agreement (Project Management Services) with Stewardship Land Services, Ltd (enclosed).
- C. Ratify Additional Retention Agreement with Garnett Powell Maximon Barlow for Legal Counsel (enclosed).

VI. CAPITAL IMPROVEMENTS

- A. Discuss various slope mitigation issues.

VII. OTHER BUSINESS**VIII. ADJOURNMENT**

The next regular meeting is scheduled for Tuesday, October 17, 2023 at 3:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
CIMARRON METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JULY 31, 2023

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the Cimarron Metropolitan District (referred to hereafter as the “District”) was convened on Monday, July 31, 2023, at 11:30 a.m. via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brian Mulvany
Patrick Vaughn
Brian Daly

Also In Attendance Were:

Lisa Johnson; CliftonLarsonAllen LLP (“CLA”)
Megan Becher, Esq.; McGeady Becher P.C.

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: The meeting was called to order at 11:30 a.m. There was distributed, for the Board’s review and approval, a proposed agenda for the District’s special meeting. Following review, upon a motion duly made by Director Mulvany, seconded by Director Vaughn and upon vote unanimously carried, the Board approved the agenda, as presented.

Disclosures of potential conflicts of interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Becher requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute, noting that conflict disclosure statements for all of the Directors have been filed, and that no additional conflicts were disclosed at the meeting.

Quorum, location of meeting, and posting of meeting notices: It was noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s Board meeting. The Board determined that the meeting would be held in a virtual manner, with participants attending by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying

RECORD OF PROCEEDINGS

electors within the District boundaries have been received.

PUBLIC COMMENT The Board received no public comment.

CONSENT AGENDA **Approve Minutes of the June 20, 2023 Regular Meeting**

Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved the consent agenda item, as presented.

FINANCIAL MATTERS

Status of 2022 Audit. Approve Application for Extension of Time to file the 2022 Audit: Following discussion, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved the Application for Extension of Time to file the 2022 Audit.

LEGAL MATTERS

Engagement letter between the District and Cockrel Ela Glesne Greher & Ruhland, P.C. for general legal services: Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and upon vote unanimously carried, the Board approved the engagement letter between the District and Cockrel Ela Glesne Greher & Ruhland, P.C. for general legal services, subject to final review by current legal counsel.

CAPITAL IMPROVEMENTS

There were no capital improvement matters.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

Upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board adjourned the meeting at 11:43 a.m.

Respectfully submitted,

Secretary for the Meeting

PROJECT FUNDING AND REIMBURSEMENT AGREEMENT

This PROJECT FUNDING AND REIMBURSEMENT AGREEMENT (this “**Agreement**”) is made and entered into this 31st day of August 2023 by and between CIMARRON METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and ARVADA RESIDENTIAL PARTNERS, LLC, a Colorado limited liability company (the “**Developer**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

- A. The Developer has developed certain property within a project located in the City of Arvada, Colorado, commonly known as Candelas (the “**Property**”).
- B. The Property is within the boundaries and/or service area of the District.
- C. The District was organized on June 29, 2004, under Article 1, Title 32, C.R.S. for the purpose of financing, constructing, acquiring and installing public improvements, including water (including water acquisition), sanitation (including storm and sanitary sewer), street, safety protection, park and recreation, transportation, limited fire protection, television relay and translation, and mosquito control and other facilities and services, which benefit property within the District’s boundaries and/or service area, in accordance with, and subject to the limitations set forth in the District’s Service Plan, as approved by the City of Arvada on March 1, 2004, as it may be amended from time to time (the “**Service Plan**”).
- D. The District is the owner of certain public tracts within the Property, including that certain tract more specifically known as Candelas Filing No. 1, Block 18, Tract A-4 (the “**District Tract**”).
- E. Due to possible ground movement within the District Tract, the District will need to address potential slope mitigation issues (the “**Slope Mitigation Project**”).
- F. The District does not currently have sufficient monies available to fund the cost of the Slope Mitigation Project.
- G. In order to provide a funding source for the costs associated with the Slope Mitigation Project, the Developer is willing to advance funds, at its sole discretion, to the District pursuant to the terms of this Agreement.
- H. In connection with the Slope Mitigation Project, the District may be procuring materials and entering into contracts with contractors, engineers, architects, surveyors, accountants, managers, attorneys and others, and will be incurring expenses associated with the Slope Mitigation Project (the “**Slope Mitigation Expenses**”).
- I. The District, Vauxmont Metropolitan District and the Developer have entered into an Amended and Restated Facilities Funding and Acquisition Agreement dated October 11, 2012, and effective January 1, 2009, as amended by that First Amendment to Amended and

Restated Facilities Funding and Acquisition Agreement dated June 11, 2015 (as it may be amended or modified from time to time, the “**FFAA**”).

J. The Parties have entered into a Project Funding and Reimbursement Agreement related to Candelas Filing No. 1, Block 28, Tract A6 dated July 19, 2022 (the “**Tract A6 Agreement**”).

K. In connection therewith the Parties desire to prioritize their payment of outstanding funds advanced under the FFAA and Tract A6 Agreement over the funds to be advanced under this Agreement.

L. The District and the Developer desire to set forth the rights, obligations, and procedures for the Developer to advance funds and for the District to reimburse the Developer for Slope Mitigation Expenses.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Acknowledgement of Anticipated Shortfall. The Developer acknowledges that in connection with the Slope Mitigation Project, the District will incur Slope Mitigation Expenses in reliance upon the Developer’s commitments herein to provide funding. The total estimated cost of the Slope Mitigation Expenses, including contingencies, is \$250,000 (the “**Shortfall Amount**”).

2. Payment of Shortfall. The Developer shall advance funds necessary to fund the Slope Mitigation Expenses on a periodic basis as needed up to the Shortfall Amount. The District shall, from time to time, provide written notice to the Developer that an advance of all or part of the Shortfall Amount is required. The Developer shall make an advance of funds to the District within 15 days of receipt from the District of any such written notice that an advance of funds is required (“**Developer Advance**”).

3. Request for Additional Developer Advance. If the District requires additional advances above the Shortfall Amount from the Developer for the Slope Mitigation Expenses, the District shall request such additional funds in writing. Such request shall be accompanied by written explanation regarding the reasons additional funds are required. The Developer shall, at its sole discretion, provide such additional funds within 15 days of receipt of notice requesting such funds. The amount of the additional funds shall be added to and included in the Shortfall Amount.

4. Accounting. The District shall keep an accounting of each Developer Advance, including the accrued and unpaid interest thereon, and shall provide unaudited financial statements reflecting this accounting to the Developer on a quarterly basis.

5. Reimbursement.

(a) Subject to the receipt of funding pursuant to Subsection 5(c) herein and all other applicable provisions hereof, the District agrees to reimburse Developer for amounts advanced hereunder.

(b) For Slope Mitigation Expenses, simple interest shall accrue on each Developer Advance from the date of deposit into the District's account until paid at the rate of 6% per annum. The Parties agree that payments by the District to the Developer shall credit first against accrued and unpaid interest, and then to the principal amount due.

(c) The District agrees to utilize any available monies not otherwise pledged to payment of bonds, used for operation and maintenance expenses, or otherwise encumbered, to reimburse the Developer. It is hereby agreed and acknowledged that this Agreement evidences an intent to reimburse the Developer hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any reimbursement hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, Developer agrees and consents to all of the limitations in respect of the payment of the principal and interest due hereunder and in the Service Plan.

(d) The Parties recognize that the cause of, and responsibility for, the Slope Mitigation Project has not been determined. The Parties are working to determine such matters and it is possible that such responsibility, or some portion thereof, may lie with one or more third parties. In the event the District receives funds from any third party as a result of such third party's involvement in causing or otherwise contributing to the underlying cause of the Slope Mitigation Project, such funds may be utilized for reimbursement by the District to the Developer hereunder.

6. Priority of Payments. Subject to the provisions of Sections 2 and 4 above, payments to reimburse the Developer shall be applied as follows: (a) first to the FFAA accrued and unpaid interest and then to the FFAA principal amount due; then (b) first to the accrued and unpaid interest and then the principal amount due pursuant to the Tract A6 Agreement, and the (c) first to the accrued and unpaid interest and then to the principal amount due pursuant to this Agreement.

7. Representations. The Developer hereby represents and warrants to and for the benefit of the District as follows:

(a) The Developer is a Colorado limited liability company in good standing and qualified to conduct business under the laws of the State of Colorado.

(b) Developer has the full power and legal authority to enter into this Agreement. Neither the execution and delivery of this Agreement nor the compliance by the Developer with any of its terms, covenants or conditions is or shall become a default under any other agreement or contract to which Developer is a party or by which Developer is or may be bound. Developer has taken or performed all requisite acts or actions which may be required by

its organizational or operational documents to confirm its authority to execute, deliver and perform each of its obligations under this Agreement.

(c) Developer represents that it has sufficient available funds to fulfill its obligations under this Agreement.

The foregoing representations and warranties are made as of the date hereof and shall be deemed continually made by Developer to District for the entire term of this Agreement.

8. Term. The term of this Agreement shall commence on the date hereof and shall expire on December 31, 2053, unless terminated earlier by the mutual agreement of the Parties. Any obligation of District to reimburse Developer shall expire on December 31, 2053. In the event the District has not reimbursed the Developer for any Developer Advance(s) made pursuant to this Agreement on or before December 31, 2053, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full.

9. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Cimarron Metropolitan District
CliftonLarsenAllen LLP
Attention: Lisa Johnson
8390 E. Crescent Parkway, Suite 300
Greenwood Village, Colorado 80111
Phone: (303) 779-5710
Email: lisa.johnson@CLAconnect.com

With a Copy To: Cockrel Ela Glesne Greher & Ruhland
Attention: Matthew Ruhland
44 Cook Street, Suite 620
Denver Colorado 80206
Phone: (303) 218-7200
Email: mruhland@cegrlaw.com

To Developer: Arvada Residential Partners, LLC
Attention: Patrick Morrissey
65 Mercado Street, Suite 250
Durango, Colorado 81301
Phone: (970) 764-6474

With a Copy To:

Brownstein Hyatt Farber Schreck
410 17th Street, Suite 2200
Denver, Colorado 80202
Attention: Gregory Vallin
Phone: (303) 223-1103

Maynes, Bradford, Shipps & Sheffel LLP
835 E. Second Ave., Suite 123
Durango, Colorado 81301
Attention: Tom Shipps
Phone: (970) 247-1755

Stewardship Land Services, LLC
10194 Remmick Ridge Rd.
Parker, Colorado 80134
Attention: Brian Daly
Phone: (720) 635-0778

All notices, demands, requests or other communications shall be effective upon such personal delivery or one business day after being deposited with FedEx or other nationally recognized overnight air courier service, on the date of transmission if sent by electronically-confirmed email transmission, or three business days after deposit in the United States mail. By giving the other Party at least 10 days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

10. Assignment. The Developer shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

11. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the District and the Developer shall be for the sole and exclusive benefit of the District and the Developer.

12. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, arbitration or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

13. Governmental Immunity. Nothing herein shall be construed as a waiver of the rights and privileges of the District pursuant to the Colorado Governmental Immunity Act.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this

Agreement shall be exclusive to the State District Court in and for the County of Jefferson, Colorado.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties and their respective permitted successors and assigns.

16. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

17. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

18. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall constitute an original and all of which shall constitute one and the same document.

19. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the Developer unless the same is in writing and duly executed by the Parties.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this Agreement ad of the day and year first set forth above.

DISTRICT:

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

DocuSigned by:
By: Brian Mulvaney
32F31DD5C0E54A8...
President

ATTEST:

DocuSigned by:
Brian Daly
7FD43480ECB0446...
Treasurer

DEVELOPER:

ARVADA RESIDENTIAL PARTNERS, LLC,
a Colorado limited liability company

DocuSigned by:
By: Patrick Morrissey
AE46A94FC5UC422...
Patrick Morrissey, Authorized Representative

Signature Page to Project Funding and Reimbursement Agreement

CHANGE ORDER

Change Order No: 4	Date Issued: Effective 8/1/2023
Name of Agreement: Service Agreement (Project Management Services)	
Date of Original Agreement: 2/1/21	District(s): Cimarron Metropolitan District
Other Party/Parties: Stewardship Land Services, Ltd., a Colorado limited liability company	

CHANGE IN SCOPE OF SERVICES (describe): N/A – only increasing amount of monthly fee from \$7,000 to \$10,000 for the final 5 months of 2023	
CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original price: \$84,000 (\$7,000/month for 12 months)	Original/Recent Term: Expires December 31, 2023
Change Order No. 1 = \$42,000.00 (Issued Effective 1/31/2022) (\$7,000/month for 6 months)	
Change Order No. 2 = \$42,000.00 (Issued Effective 7/31/2022) (\$7,000/month for 6 months)	
Change Order No. 3 = \$84,000.00 (Issued Effective 1/1/2023) (\$7,000/month for 12 months)	
Change Order No. 4 – \$50,000 (\$10,000/month for 5 months)	
Increase of this Change Order: \$15,000.00 (increase from \$7,000/month to \$10,000/month for final 5 months of 2023)	New Term: Expires December 31, 2023 (term not extended with Change Order No. 4)
Price with all Approved Change Orders: \$267,000 (\$7,000/month for 31 months and \$10,000/month for 5 months)	

APPROVED:	
<small>DocuSigned by:</small>	
By: <i>Brian Mulvaney</i>	
32F31DD5C0E54A8 Cimarron Metropolitan District	

APPROVED:	
By: <i>[Signature]</i>	
Stewardship Land Services, Ltd.	

Hubert A. Farbes Jr.
(720) 987-3186
Hubert.Farbes@garnettlegalgroup.com

August 8, 2023

VIA EMAIL

Brian Mulvany, Board President
Cimarron Metropolitan District
c/o GF Properties Group, LLC
320 S. Teller Street, Suite 220
Lakewood, CO 80226

RE: ADDITIONAL RETENTION AGREEMENT

Dear Brian:

Thank you for selecting Garnett Powell Maximon Barlow, to serve as legal counsel for the Cimarron Metropolitan District (“District”) (“you”) in connection with the District’s investigation and evaluation of newly discovered soils instability/movement in the vicinity of Tract A4 of the Candelas development. We are pleased to undertake this representation, where Hubert Farbes will continue to serve as lead counsel for you. At any time during our engagement, please feel free to contact us with any questions or concerns that you may have concerning our services or fees. If the terms of this agreement are acceptable, please sign on behalf of the District in the space provided below and return it to us.

1. IDENTIFICATION OF PARTIES. This agreement is made between Garnett Powell Maximon Barlow (“Attorney”), and the District (“Client”).
2. LEGAL SERVICES TO BE PROVIDED. Attorney will provide Client with legal services as described above, including representation or defense of the District in any dispute resolution or litigation proceedings that may result from District investigations or from the soils instability/movement referenced above.

The scope of this engagement may be altered or expanded in the future based on the needs of the Client.

3. RESPONSIBILITIES OF ATTORNEY AND CLIENT. Attorney will perform the legal services called for under this agreement and respond promptly to Client's inquiries and communications. Client will cooperate with Attorney and keep Attorney reasonably informed of

relevant developments and of any changes in Client's business address(es), telephone numbers, or designated representatives.

4. RETAINER. Based upon Client's previous engagement history with Hubert Farbes, Client will not be required to advance any retainer payment to Attorney before the provision of legal services. However, Client commits its best good faith efforts to timely payment of Attorney's fees as prescribed @ para. 5, below.

5. ATTORNEYS' FEES. Attorney will charge Client for services at rates of: \$550 per hour for Hubert Farbes as lead partner; \$500 per hour for other partners; \$450 for Associates; and any paralegal work performed will be charged at a rate of \$300 per hour.

Attorneys' Fees are invoiced monthly. Client agrees to pay Attorneys' Fees within 30 days of receipt of invoice.

6. COSTS. Client is responsible for all costs and expenses. Client therefore agrees to reimburse Attorney for all costs incurred on matters as they may be assigned and accepted. Such costs may include, but are not limited to, court filing fees, travel costs, required photocopy fees/costs, and document management fees/costs.

7. DISCHARGE OF ATTORNEY. Client may discharge Attorney at any time by written notice. Unless specifically agreed by Attorney and Client, Attorney will provide no further services on Client's behalf after receipt of the notice.

Client's termination of our services will not affect your responsibility for payment of outstanding statements and accrued fees and expenses incurred before termination or in connection with an orderly transition of the matter.

8. WITHDRAWAL OF ATTORNEY. Attorney may withdraw at any time as permitted under the Colorado Rules of Professional Conduct. The circumstances under which the Rules permit such withdrawal include, but are not limited to: (a) the Client's consent, (b) the Client's failure to timely pay Attorney's fees, and (c) conduct of the Client that makes it unreasonably difficult for Attorney to effectively carry out the scope of representation.

9. RELEASE OF CLIENT'S PAPERS AND PROPERTY. At the termination of services under this agreement, and the payment of outstanding fees as prescribed @ para. 7, above, any otherwise nonpublic information the Client has supplied to Attorney and which is retained by Attorney will be kept confidential in accordance with applicable rules of professional conduct. Unless the Client directs otherwise, any original papers or other property the Client has furnished

to Attorney and that remain in Attorney's possession will be returned to Client. The Attorney's own files, including lawyer work product pertaining to the matter, will be retained by the firm. The Client may obtain a copy of any such materials upon request and payment of attendant photocopy costs. Documents and other materials retained by the firm will be stored by the firm for a reasonable time period. The period for which particular client files will be retained may vary depending on the nature of the engagement. Following the retention period, those files may be destroyed or otherwise disposed of to minimize unnecessary storage expenses.

10. **DISCLAIMER OF GUARANTEE.** Although Attorney may offer an opinion about possible results regarding the subject matter of this agreement, Attorney cannot guarantee any particular result. Client acknowledges that Attorney has made no promises as to the outcome of this representation, and that any opinion offered by Attorney in the future will not constitute a guaranty. Client understands that any recovery or judgment in this matter is contingent upon a number of factors, including, but not limited to, applicable state law or statutes, discretion of the court, and others.

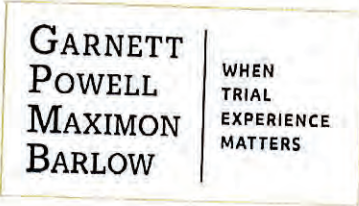
11. **ENTIRE AGREEMENT.** This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this agreement will be binding on the parties.

12. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY.** If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

13. **MODIFICATION BY SUBSEQUENT AGREEMENT.** This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both parties.

14. **COUNTERPARTS.** This Agreement may be signed by the parties in counterpart originals with the same force and effect as if fully and simultaneously signed on a single original document.

15. **DOCUMENT MANAGEMENT SOFTWARE.** We have already determined that, given the requirements for litigating this matter, a document repository and management system will be necessary to deal with the volume and organization of documents relevant for the litigation. GPMB will engage an outside vendor to manage documents produced in discovery in the case, and we currently estimate that the cost will be in the vicinity of \$15 per gigabyte in hosting expense per month, and may also at times include hourly project management or technical fees of \$165-\$195. At this time, we have 15 gigabytes of data related to our previous engagements for the



Denver Office:
1512 Larimer St. Suite 950
Denver, CO 80202

Boulder Office:
900 Arapahoe Ave.
Boulder, CO 80302

District. These costs, as relevant for this new engagement, will be included in the monthly invoice you receive from GPMB. By retaining GPMB, you agree to pay these costs as necessary to manage documents and discovery in your case.

The foregoing is agreed to by:

Date: August 11, 2023

Brian Mulvany
Cimarron Metropolitan District
By: Brian Mulvany
Its: Board President

Date: 8/14, 2023

Hubert A Farbes Jr.
Garnett Powell Maximon Barlow

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

**CIMARRON METROPOLITAN DISTRICT
GENERAL FUND
2022 BUDGET**

	Original Budget 3-Nov-21	Amended Budget 15-Feb-22	Amended Budget 6-Dec-22	Amended & Final Budget 26-Sep-23	Last vs. New
BEGINNING FUND BALANCE	\$ 154,564	\$ 154,564	\$ 51,982	\$ 51,982	
REVENUES					
Transfer from Vauxmont MD	1,744,044	700,000	847,223	860,503	
Plan Review Fees	20,000	-	1,800	1,800	
Design Review Fees	10,000	-	1,575	1,575	
Interest income	5	5	-	-	
Other Revenue	5,000	5,000	30,000	34,872	
Total revenues	<u>1,779,049</u>	<u>705,005</u>	<u>880,598</u>	<u>898,750</u>	
TRANSFERS IN					
Transfers from other funds	<u>-</u>	<u>-</u>	<u>11,268</u>	<u>11,268</u>	
Total funds available	<u>1,933,613</u>	<u>859,569</u>	<u>943,848</u>	<u>962,000</u>	
EXPENDITURES					
General and administrative:					
Accounting	100,000	100,000	125,000	125,500	
Accounting - Special Projects	-	-	21,460	21,460	
Audit	14,000	14,000	14,000	6,000	(8,000)
Banking Fees	40	40	-	-	
Billing Services	40,000	-	-	-	
County Treasurer's Fee	5	-	-	-	
Design Review Expenses	10,200	2,550	-	-	
District Management	100,000	100,000	115,000	115,000	
Election	30,000	30,000	41,000	49,000	8,000
Insurance	25,000	25,000	35,000	35,000	
Legal	140,000	140,000	204,408	225,000	20,592
Miscellaneous	-	-	82	200	
Transfer to Jefferson Center MD No. 2	40,000	40,000	40,000	40,000	
Transfer to Vauxmont MD	-	-	2,997	2,997	
Community Operations:					
Community Management	225,000	56,250	23,344	23,344	
Office Equipment & Supplies	15,000	15,000	9,348	9,348	
Postage	3,500	3,500	-	-	
Electric	21,500	5,375	50,000	46,000	(4,000)
Holiday Lighting	7,500	1,875	1,184	1,184	
Irrigation Repairs	50,000	12,500	-	-	
Irrigation Controller Replacement	39,832	9,958	39,831	39,831	
Landscape Enhancements	19,000	4,750	495	495	
Landscaping Base Contract	378,957	94,739	91,984	91,984	
Licenses/Fees/Permit	42,000	42,000	2,600	2,600	
Pond Maintenance	20,000	5,000	-	-	
Repairs and Maintenance	6,500	1,625	2,000	2,000	
Snow Removal	50,000	12,500	26,941	26,941	
Social Activities	20,000	5,000	400	400	
Trash Expenses	-	-	87	87	
Water	200,000	50,000	2,555	2,555	
Contingency	5,490	5,490	84	1,027	
Total expenditures	<u>1,603,524</u>	<u>777,152</u>	<u>849,800</u>	<u>867,953</u>	
TRANSFERS OUT					
Transfers to other fund	<u>216,068</u>	<u>54,017</u>	<u>94,048</u>	<u>94,047</u>	
Total expenditures and transfers out requiring appropriation	<u>1,819,592</u>	<u>831,169</u>	<u>943,848</u>	<u>962,000</u>	18,152
ENDING FUND BALANCE	<u>\$ 114,021</u>	<u>\$ 28,400</u>	<u>\$ -</u>	<u>\$ -</u>	

CIMARRON METROPOLITAN DISTRICT
Jefferson County, Colorado

FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION

YEAR ENDED DECEMBER 31, 2022

**CIMARRON METROPOLITAN DISTRICT
TABLE OF CONTENTS
YEAR ENDED DECEMBER 31, 2022**

INDEPENDENT AUDITOR’S REPORT	1
BASIC FINANCIAL STATEMENTS	
GOVERNMENT-WIDE FINANCIAL STATEMENTS	
STATEMENT OF NET POSITION	1
STATEMENT OF ACTIVITIES	2
FUND FINANCIAL STATEMENTS	
BALANCE SHEET – GOVERNMENTAL FUNDS	3
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS	4
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES	5
GENERAL FUND – STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL	6
SPECIAL REVENUE FUND – ALLEY LOTS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	8
SPECIAL REVENUE FUND – RECREATION CENTERS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	9
NOTES TO BASIC FINANCIAL STATEMENTS	10
SUPPLEMENTARY INFORMATION	
COMBINING BALANCE SHEET - SPECIAL REVENUE FUNDS	26
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE - SPECIAL REVENUE FUNDS	27
DEBT SERVICE FUND - SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	28
CAPITAL PROJECTS FUND - SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE – BUDGET AND ACTUAL	29

INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

**CIMARRON METROPOLITAN DISTRICT
STATEMENT OF NET POSITION
DECEMBER 31, 2022**

	Governmental Activities
ASSETS	
Cash and Investments	\$ 87,692
Cash and Investments - Restricted	132,164
Due from Vauxmont MD	126,288
Capital Assets, Net	119,178,054
Total Assets	119,524,198
LIABILITIES	
Accounts Payable	351,395
Retainage Payable	4,281
Due to Vauxmont MD	69,786
Noncurrent Liabilities:	
Due in More Than One Year	6,258,114
Total Liabilities	6,683,576
NET POSITION	
Net Investment in Capital Assets	11,362,874
Restricted for:	
Emergency Reserves	1,000
Unrestricted	101,476,748
Total Net Position	\$ 112,840,622

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022**

		Program Revenues			Net Revenues (Expenses) and Change in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 1,168,885	\$ 6,781	\$ 906,131	\$ -	\$ (255,973)
Interest and Related Costs on Long-Term Debt	320,133	-	-	-	(320,133)
Total Governmental Activities	\$ 1,489,018	\$ 6,781	\$ 906,131	\$ -	(576,106)
GENERAL REVENUES					
Other Revenue					291,834
Total General Revenues					291,834
CHANGE IN NET POSITION					(284,272)
Net Position - Beginning of Year					113,124,894
NET POSITION - END OF YEAR					\$ 112,840,622

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2022**

	General	Special Revenue Funds	Debt Service	Capital Projects Fund	Total Governmental Fund
ASSETS					
Cash and Investments	\$ 87,692	\$ -	\$ -	\$ -	\$ 87,692
Cash and Investments - Restricted	1,000	-	56,286	74,878	132,164
Due From Vauxmont MD	126,288	-	-	-	126,288
Total Assets	\$ 214,980	\$ -	\$ 56,286	\$ 74,878	\$ 346,144
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts Payable	\$ 201,480	\$ -	\$ -	\$ 149,915	\$ 351,395
Retainage Payable	-	-	-	4,281	4,281
Due to Vauxmont MD	13,500	-	56,286	-	69,786
Total Liabilities	214,980	-	56,286	154,196	425,462
FUND BALANCES					
Restricted for:					
Emergency Reserves	1,000	-	-	-	1,000
Unassigned	(1,000)	-	-	(79,318)	(80,318)
Total Fund Balances	-	-	-	(79,318)	(79,318)
Total Liabilities and Fund Balances	\$ 214,980	\$ -	\$ 56,286	\$ 74,878	

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.

Capital Assets, Net 119,178,054

Long-term liabilities, including bonds payable and interest payable, are not due and payable in the current period and, therefore, are not reported in the funds.

Developer Advance Capital (1,115,692)

Developer Advance Operations (3,093,081)

Accrued Interest on Developer Advance Capital (53,291)

Accrued Interest on Developer Advance Operations (1,996,050)

Net Position of Governmental Activities \$ 112,840,622

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES –
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2022**

	General	Special Revenue Funds	Debt Service	Capital Projects Fund	Total Governmental Fund
REVENUES					
Parkview Facility Revenue	\$ -	\$ 1,960	\$ -	\$ -	\$ 1,960
Townview Facility Revenue	-	1,446	-	-	1,446
Revenue - COVID Funds	-	17,000	-	-	17,000
Plan Review Fee	1,800	-	-	-	1,800
Design Review	1,575	-	-	-	1,575
Transfer from Vauxmont MD	860,503	28,628	-	-	889,131
Other Income	27,238	-	-	264,596	291,834
Total Revenues	<u>891,116</u>	<u>49,034</u>	<u>-</u>	<u>264,596</u>	<u>1,204,746</u>
EXPENDITURES					
General Government	623,694	-	-	44,111	667,805
Community Operations	236,625	-	-	-	236,625
Alley Lots	-	56,463	-	-	56,463
Parkview Community Center	-	9,846	-	-	9,846
Townview Community Center	-	6,155	-	-	6,155
Transfer to Vauxmont MD	-	6,957	-	-	6,957
Capital Outlay	-	-	-	1,431,055	1,431,055
Total Expenditures	<u>860,319</u>	<u>79,421</u>	<u>-</u>	<u>1,475,166</u>	<u>2,414,906</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	30,797	(30,387)	-	(1,210,570)	(1,210,160)
OTHER FINANCING SOURCES (USES)					
Developer Advance	-	-	-	867,940	867,940
Transfers from Other Funds	11,268	86,423	-	-	97,691
Transfers to Other Funds	(94,047)	(11,268)	(43,208)	50,832	(97,691)
Total Other Financing Sources (Uses)	<u>(82,779)</u>	<u>75,155</u>	<u>(43,208)</u>	<u>918,772</u>	<u>867,940</u>
NET CHANGE IN FUND BALANCES	(51,982)	44,768	(43,208)	(291,798)	(342,220)
Fund Balances - Beginning of Year	<u>51,982</u>	<u>(44,768)</u>	<u>43,208</u>	<u>212,480</u>	<u>262,902</u>
FUND BALANCES - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (79,318)</u>	<u>\$ (79,318)</u>

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
IN FUND BALANCES OF THE GOVERNMENTAL FUNDS
TO THE STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2022**

Net Change in Fund Balances - Total Governmental Funds	\$ (342,220)
<p>Amounts reported for governmental activities in the statement of activities are different because:</p>	
<p>Governmental funds report capital outlays as expenditures. In the statement of activities, capital outlay is not reported as an expenditure. However, the statement of activities will report as depreciation expense the allocation of the cost of any depreciable asset over the estimated useful life of the asset.</p>	
Capital Outlay	1,431,055
Depreciation	(185,034)
<p>Long-term debt (e.g., bonds) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities.</p>	
Developer Advance	(867,940)
<p>Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.</p>	
Accrued Interest on Developer Advances - Change in Liability	<u>(320,133)</u>
Change in Net Position of Governmental Activities	<u><u>\$ (284,272)</u></u>

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Plan Review Fee	\$ 20,000	\$ 1,800	\$ 1,800	\$ -
Design Review	10,000	1,575	1,575	-
Transfer from Vauxmont MD	1,744,044	860,503	860,503	-
Other Revenue	5,000	34,872	27,238	(7,634)
Total Revenues	1,779,049	898,750	891,116	(7,634)
EXPENDITURES				
General Government				
Accounting	100,000	125,500	125,074	426
Accounting - Special Projects	-	21,460	21,460	-
Audit	14,000	6,000	6,000	-
Banking Fees	40	-	-	-
Billing Services	40,000	-	-	-
County Treasurer's Fee	5	-	-	-
Design Review Expenses	10,200	-	-	-
District Management	100,000	115,000	112,542	2,458
Election	30,000	49,000	48,319	681
Insurance	25,000	35,000	34,833	167
Legal	140,000	225,000	223,413	1,587
Miscellaneous	-	200	102	98
Office Equipment and Supplies	15,000	9,348	9,348	-
Postage	3,500	-	-	-
Transfer to Jefferson Center MD No. 2	40,000	40,000	39,606	394
Transfer to Vauxmont MD	-	2,997	2,997	-
Community Operations				
Community Management	225,000	23,344	23,344	-
Electric	21,500	46,000	45,255	745
Holiday Lighting	7,500	1,184	1,184	-
Irrigation Repairs	50,000	-	-	-
Irrigation Controller Replacement	39,832	39,831	39,831	-
Landscape Enhancements	19,000	495	495	-
Landscaping Base Contract	378,957	91,984	91,984	-
Licenses/Fees/Permits	42,000	2,600	2,549	51
Pond Maintenance	20,000	-	-	-
Repairs and Maintenance	6,500	2,000	2,000	-
Snow Removal	50,000	26,941	26,941	-
Social Activities	20,000	400	400	-
Trash Expenses	-	87	87	-
Water	200,000	2,555	2,555	-
Contingency	5,490	1,027	-	1,027
Total Expenditures	1,603,524	867,953	860,319	7,634
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES				
	\$ 175,525	\$ 30,797	\$ 30,797	\$ -
OTHER FINANCING SOURCES (USES)				
Transfers from Other Funds	-	11,268	11,268	-
Transfer to Other Funds	(216,068)	(94,047)	(94,047)	-
Total Other Financing Sources (Uses)	(216,068)	(82,779)	(82,779)	-
NET CHANGE IN FUND BALANCE				
	(40,543)	(51,982)	(51,982)	-
Fund Balance - Beginning of Year	154,564	51,982	51,982	-
FUND BALANCE - END OF YEAR	\$ 114,021	\$ -	\$ -	\$ -

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
SPECIAL REVENUE FUND – ALLEY LOTS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Alley Lot Fees	\$ 118,800	\$ -	\$ -	\$ -
Transfer from Vauxmont MD	-	28,628	28,628	-
Total Revenues	<u>118,800</u>	<u>28,628</u>	<u>28,628</u>	<u>-</u>
EXPENDITURES				
Alley Lot Electric	400	-	-	-
Alley Lot Landscape Services	27,970	6,215	6,215	-
Alley Lot Repairs and Maintenance	15,000	-	-	-
Alley Lot Snow Removal	45,000	35,525	35,525	-
Alley Lot Water	11,500	270	270	-
Alley Lot Irrigation Repairs	20,000	14,453	14,453	-
Contingency	10,000	-	-	-
Total Expenditures	<u>129,870</u>	<u>56,463</u>	<u>56,463</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(11,070)	(27,835)	(27,835)	-
OTHER FINANCING SOURCES (USES)				
Transfer from Other Funds	-	1,685	1,685	-
Total Other Financing Sources (Uses)	<u>-</u>	<u>1,685</u>	<u>1,685</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	(11,070)	(26,150)	(26,150)	-
Fund Balance - Beginning of Year	<u>26,306</u>	<u>26,150</u>	<u>26,150</u>	<u>-</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 15,236</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
SPECIAL REVENUE FUND – RECREATION CENTERS
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Parkview Facility Revenue	\$ 12,000	\$ 3,000	\$ 1,960	\$ (1,040)
Townview Facility Revenue	12,000	3,000	1,446	(1,554)
Revenue - COVID Funds	-	-	17,000	17,000
Total Revenues	<u>24,000</u>	<u>6,000</u>	<u>20,406</u>	<u>14,406</u>
EXPENDITURES				
Parkview Cable/Phones	3,840	960	3,234	(2,274)
Parkview Contract Services	20,000	5,000	6,424	(1,424)
Parkview General and Administrative	500	125	-	125
Parkview Parts and Supplies	1,500	375	188	187
Parkview Pool Contract Maintenance	25,000	6,250	-	6,250
Parkview Pool Chemicals	10,000	2,500	-	2,500
Parkview Pool Furniture	5,000	1,250	-	1,250
Parkview Pool Supplies	12,085	3,021	-	3,021
Parkview Pool Repairs	17,500	4,375	-	4,375
Parkview Repairs and Maintenance	25,000	6,250	-	6,250
Parkview Utilities	9,000	2,250	-	2,250
Townview Cable/Phones	3,840	960	1,238	(278)
Townview Contract Services	20,000	5,000	4,842	158
Townview General and Administrative	500	125	-	125
Townview Parts and Supplies	1,500	375	-	375
Townview Pool Contract Maintenance	25,000	6,250	-	6,250
Townview Pool Furniture	5,000	1,250	-	1,250
Townview Pool Chemicals	10,000	2,500	-	2,500
Townview Pool Supplies	2,703	676	-	676
Townview Pool Repairs	13,600	3,400	-	3,400
Townview Repairs and Maintenance	25,000	6,250	75	6,175
Townview Utilities	3,500	875	-	875
Transfer to Vauxmont MD	-	-	6,957	(6,957)
Total Expenditures	<u>240,068</u>	<u>60,017</u>	<u>22,958</u>	<u>37,059</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(216,068)	(54,017)	(2,552)	51,465
OTHER FINANCING SOURCES (USES)				
Transfer to Other Funds	-	-	(11,268)	(11,268)
Transfer from Other Funds	216,068	54,017	84,738	30,721
Total Other Financing Sources (Uses)	<u>216,068</u>	<u>54,017</u>	<u>73,470</u>	<u>19,453</u>
NET CHANGE IN FUND BALANCE	-	-	70,918	70,918
Fund Balance - Beginning of Year	-	-	(70,918)	(70,918)
FUND BALANCE - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

See accompanying Notes to Basic Financial Statements.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 1 DEFINITION OF REPORTING ENTITY

Cimarron Metropolitan District (the District), a quasi-municipal corporation and a political subdivision of the state of Colorado, was organized by order and decree of the District Court for the County of Jefferson, Colorado in June 2004, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes).

The District was organized in 2004 in conjunction with Jefferson Center Metropolitan District No. 1 (JCMD No. 1) (previously organized in 1989), Jefferson Center Metropolitan District No. 2 (JCMD No. 2), Vauxmont Metropolitan District (Vauxmont), Mountain Shadows Metropolitan District, and Canyon Pines Metropolitan District (collectively, the Districts) and serves a service area which is located in the City of Arvada. The Districts were established to finance and construct water, sanitary and storm sewer, streets, limited fire protection services, park and recreation, safety protection, mosquito control, television relay and transmission and transportation facilities and services. JCMD #2 (the Service District) is responsible for managing construction, operation, and maintenance of certain regional improvements to benefit the service area as well as providing certain administrative services for the Districts. The District is responsible for providing certain funding needed to support the Service District's provision of services as well as providing for its own operations and maintenance and debt service.

The District follows the Governmental Accounting Standards Board (GASB) accounting pronouncements, which provide guidance for determining which governmental activities, organizations, and functions should be included within the financial reporting entity. GASB pronouncements set forth the financial accountability of a governmental organization's elected governing body as the basic criterion for including a possible component governmental organization in a primary government's legal entity. Financial accountability includes, but is not limited to, appointment of a voting majority of the organization's governing body, ability to impose its will on the organization, a potential for the organization to provide specific financial benefits or burdens, and fiscal dependency.

The District is not financially accountable for any other organization, nor is the District a component unit of any other primary governmental entity.

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The more significant accounting policies of the District are described as follows:

Government-Wide and Fund Financial Statements

The government-wide financial statements include the statement of net position and the statement of activities. These financial statements include all of the activities of the District. The effect of interfund activity has been removed from these statements. Governmental activities are normally supported by taxes and intergovernmental revenues.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

The statement of net position reports all financial and capital resources of the District. The difference between the sum of assets and deferred outflows and the sum of liabilities and deferred inflows is reported as net position.

The statement of activities demonstrates the degree to which the direct and indirect expenses of a given function or segment are offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment, and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported as general revenues.

Separate financial statements are provided for the governmental funds. Major individual governmental funds are reported as separate columns in the fund financial statements.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The major sources of revenue susceptible to accrual are property and specific ownership taxes. All other revenue items are considered to be measurable and available only when cash is received by the District. The District has determined that Developer advances are not considered as revenue susceptible to accrual. Expenditures, other than interest on long-term obligations, are recorded when the liability is incurred or the long-term obligation due.

The District reports the following major governmental funds:

The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

The Special Revenue Fund - Alley Lots is used to account for revenues earned and expenditures incurred in connection with the operation and maintenance of 66 certain alley lots within the District. The major source of revenue is fees received from the associated homeowners.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Measurement Focus, Basis of Accounting, and Financial Statement Presentation (Continued)

The Special Revenue Fund - Recreation Centers is used to account for revenues earned and expenditures incurred in connection with the operation and maintenance of the Parkview and Townview recreation centers. The major source of revenue consists of transfers from the General Fund and fees charged to users of the recreation centers.

The Debt Service Fund accounts for the resources accumulated and payments made for principal and interest on long-term general obligation debt of the governmental funds.

The Capital Projects Fund is used to account for financial resources to be used for the acquisition and construction of capital equipment and facilities.

Budgets

In accordance with the State Budget Law, the District's Board of Directors holds public hearings in the fall each year to approve the budget and appropriate the funds for the ensuing year. The appropriation is at the total fund expenditures and other financing uses level and lapses at year-end. The District's Board of Directors can modify the budget by line item within the total appropriation without notification. The appropriation can only be modified upon completion of notification and publication requirements. The budget includes each fund on its basis of accounting unless otherwise indicated.

The District amended its annual budget for the year ended December 31, 2022.

Pooled Cash and Investments

The District follows the practice of pooling cash and investments of all funds to maximize investment earnings. Except when required by trust or other agreements, all cash is deposited to and disbursed from a single bank account. Cash in excess of immediate operating requirements is pooled for deposit and investment flexibility. Investment earnings are allocated periodically to the participating funds based upon each fund's average equity balance in the total cash.

Interfund Balances

The District reports interfund balances that are representative of lending/borrowing arrangements between funds in the fund financial statements as due to/from other funds. The interfund balances have been eliminated in the government-wide statements.

Capital Assets

Capital assets, which include property, plant, equipment, and infrastructure assets (e.g. roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the District as assets with an initial, individual cost of more than \$5,000 and an estimated useful life in excess of three years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Capital Assets (Continued)

Capital assets which are anticipated to be conveyed to other governmental entities are recorded as construction in progress and are not included in the calculation of net investment in capital assets component of net position.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend the life of the asset are not capitalized. Improvements are capitalized and depreciated over the remaining useful lives of the related fixed assets, as applicable.

Depreciation expense has been computed using the straight-line method over the following estimated economic useful lives:

Buildings	39 Years
Equipment	5 Years

Water Rights

The cost of water rights includes acquisition cost, as well as legal and engineering costs related to the development and augmentation of those rights. Since the rights have a perpetual life, they are not amortized. All other costs, including costs incurred for the protection of those rights, are expensed.

Equity

Net Position

For government-wide presentation purposes, when both restricted and unrestricted resources are available for use, it is the District's practice to use restricted resources first, then unrestricted resources as they are needed.

Fund Balance

Fund balance for governmental funds should be reported in classifications that comprise a hierarchy based on the extent to which the government is bound to honor constraints on the specific purposes for which spending can occur. Governmental funds report up to five classifications of fund balance: nonspendable, restricted, committed, assigned, and unassigned. Because circumstances differ among governments, not every government or every governmental fund will present all of these components. The following classifications describe the relative strength of the spending constraints:

Nonspendable Fund Balance – The portion of fund balance that cannot be spent because it is either not in spendable form (such as prepaid amounts or inventory) or legally or contractually required to be maintained intact.

Restricted Fund Balance – The portion of fund balance that is constrained to being used for a specific purpose by external parties (such as bondholders), constitutional provisions, or enabling legislation.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance (Continued)

Committed Fund Balance – The portion of fund balance that can only be used for specific purposes pursuant to constraints imposed by formal action of the government’s highest level of decision-making authority, the Board of Directors. The constraint may be removed or changed only through formal action of the Board of Directors.

Assigned Fund Balance – The portion of fund balance that is constrained by the government’s intent to be used for specific purposes but is neither restricted nor committed. Intent is expressed by the Board of Directors to be used for a specific purpose. Constraints imposed on the use of assigned amounts are more easily removed or modified than those imposed on amounts that are classified as committed.

Unassigned Fund Balance – The residual portion of fund balance that does not meet any of the criteria described above.

If more than one classification of fund balance is available for use when an expenditure is incurred, it is the District’s practice to use the most restrictive classification first.

Deficits

The Capital Projects Fund reported a deficit in the fund financial statements as of December 31, 2022. The deficit will be eliminated with a Developer Advance in 2023.

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2022, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 87,692
Cash and Investments - Restricted	132,164
Total Cash and Investments	\$ 219,856

Cash and investments as of December 31, 2022, consist of the following:

Deposits with Financial Institutions	\$ 219,856
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**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Cash Deposits

The Colorado Public Deposit Protection Act (PDPA) requires that all units of local government deposit cash in eligible public depositories. Eligibility is determined by state regulators. Amounts on deposit in excess of federal insurance levels must be collateralized. The eligible collateral is determined by the PDPA. PDPA allows the institution to create a single collateral pool for all public funds. The pool for all the uninsured public deposits as a group is to be maintained by another institution or held in trust. The market value of the collateral must be at least 102% of the aggregate uninsured deposits.

The State Commissioners for banks and financial services are required by statute to monitor the naming of eligible depositories and reporting of the uninsured deposits and assets maintained in the collateral pools.

At December 31, 2022, the District's cash deposits had a bank balance and carrying balance of \$219,856.

Investments

The District has adopted an investment policy by which it follows state statutes regarding investments.

The District generally limits its concentration of investments to those which are believed to have minimal credit risk, minimal interest rate risk and no foreign currency risk. Additionally, the District is not subject to concentration risk or investment custodial risk disclosure requirements for investments that are in the possession of another party.

Colorado revised statutes limit investment maturities to five years or less unless formally approved by the board of directors. Such actions are generally associated with a debt service reserve or sinking fund requirements.

Colorado statutes specify investment instruments meeting defined rating and risk criteria in which local governments may invest which include:

- . Obligations of the United States, certain U.S. government agency securities of the World Bank
- . Certain international agency securities
- . General obligation and revenue bonds of U.S. local government entities
- . Certain certificates of participation
- . Certain securities lending agreements
- . Bankers' acceptances of certain banks
- . Commercial paper
- . Written repurchase agreements collateralized by certain authorized securities
- . Certain money market funds
- . Guaranteed investment contracts
- . Local government investment pools

As of December 31, 2022, the District had no investments.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2022 are as follows:

	Balance - December 31, 2021	Additions	Reductions	Balance - December 31, 2022
Capital Assets, Not Being Depreciated:				
Construction in Progress	\$ 106,384,125	\$ 1,431,055	\$ -	\$ 107,815,180
Water Rights	5,208,442	-	-	5,208,442
Land	344,500	-	-	344,500
Total Capital Assets, Not Being Depreciated	111,937,067	1,431,055	-	113,368,122
Capital Assets Being Depreciated:				
Land Improvements	182,129	-	-	182,129
Buildings	7,074,214	-	-	7,074,214
Equipment	297,235	-	(297,235)	-
Total Capital Assets Being Depreciated	7,553,578	-	(297,235)	7,256,343
Less Accumulated Depreciation for:				
Land Improvements	(10,928)	(3,643)	-	(14,571)
Buildings	(1,250,449)	(181,391)	-	(1,431,840)
Equipment	(297,235)	-	297,235	-
Total Accumulated Depreciation	(1,558,612)	(185,034)	297,235	(1,446,411)
Total Capital Assets Being Depreciated, Net	5,994,966	(185,034)	-	5,809,932
Total Government Capital Assets, Net	<u>\$ 117,932,033</u>	<u>\$ 1,246,021</u>	<u>\$ -</u>	<u>\$ 119,178,054</u>

Depreciation expense of \$185,034 was charged to the District's General Government function/program.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS

The following is an analysis of changes in the District's long-term obligations for the year ended December 31, 2022:

	Balance - December 31, 2021	Additions	Reductions	Balance - December 31, 2022	Due Within One Year
Other Debts:					
Developer Advance for Capital Projects:					
Principal	\$ 247,752	\$ 867,940	\$ -	\$ 1,115,692	\$ -
Accrued Interest	11,536	41,755	-	53,291	-
Developer Advance for Operations					
Principal	3,093,081	-	-	3,093,081	-
Accrued Interest	1,717,672	278,378	-	1,996,050	-
Total Long-Term Obligations	<u>\$ 5,070,041</u>	<u>\$ 1,188,073</u>	<u>\$ -</u>	<u>\$ 6,258,114</u>	<u>\$ -</u>

Amended and Restated Facilities Funding and Acquisition Agreement

On October 11, 2012, the District and Arvada Residential Partners, LLC (the Developer) entered into an Amended and Restated Facilities Funding and Acquisition Agreement (Restated FFAA), which replaced and superseded the Facilities Funding and Acquisition Agreement dated November 1, 2010. The Restated FFAA was amended by a First Amendment dated June 11, 2015, to add Vauxmont as a party and to make certain other modifications described therein.

The Restated FFAA recognizes that (1) all advances made under the Restated FFAA prior to June 11, 2015 are refunded and included within the principal amounts of the Series 2015C Vauxmont Bonds and Series 2015D Vauxmont Bonds, and (2) any advances made after June 11, 2015 are to be applied to and accrue under the Series 2015 Vauxmont Metropolitan District Subordinate Nonrevolving Line of Credit Taxable Note issued by Vauxmont on June 11, 2015 in the maximum principal amount of \$54,075,000 (the Vauxmont Series 2015 Taxable Note).

Per the Restated FFAA, the Developer is obligated to advance funds to the District for the payment of construction related expenses and/or for the District's acquisition of improvements upon completion by the Developer in fiscal years 2009 through 2039 in an amount up to \$97,000,000 for all of the advances. In addition, in the event that either the District or Vauxmont has insufficient funds to pay for debt service on any bonds, notes, contract funding or acquisition agreements, or other obligations, the Developer, at its sole discretion, may advance funds for this purpose.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Amended and Restated Facilities Funding and Acquisition Agreement (Continued)

On November 1 of each year, commencing on November 1, 2012, the District shall prepare and provide to Developer a proposed budget for the forthcoming budget year which shall include all reasonably anticipated Developer advances. The District may also acquire improvements under the agreement, after preliminary acceptance from the appropriate accepting jurisdiction and prior to final acceptance upon receipt, review and approval by the District's accountant and engineer.

Interest shall accrue on construction related expenses from the date of deposit of the advance into the District's account, until paid, at the rate of 8% per annum. For verified costs, interest shall accrue from the date the verified costs were incurred by the Developer. To the extent interest is not paid when due, such interest shall compound annually, on each December 15. Payments to reimburse the Developer shall be applied first to accrued and unpaid interest and then to principal amounts due.

If the District has not reimbursed the Developer for any construction related expenses and/or verified costs by December 31, 2049, any amount of principal and accrued interest outstanding on such date shall be discharged and satisfied in full. Pursuant to the terms of the Restated FFAA, the Vauxmont Series 2015 Taxable Note evidenced the obligation to reimburse the Developer for construction related expenses and/or costs of acquiring improvements completed by the Developer. The Vauxmont Series 2015 Taxable Note was refunded in its entirety from proceeds of the Vauxmont Series 2019 Bonds on December 20, 2019.

As of December 31, 2022, the District owed the Developer \$1,115,692 plus \$53,291 of accrued interest, under the Restated FFAA.

Amended and Restated Operations Funding Agreement

On October 11, 2012, the District entered into an Amended and Restated Operation Funding Agreement (as amended by a First Amendment dated November 18, 2015, a Second Amendment dated February 12, 2019, a Third Amendment, dated January 22, 2020, effective January 1, 2020, and a Fourth Amendment, dated January 1, 2021, effective January 1, 2021, collectively the "Restated OFA") with the Developer. The Restated OFA replaced and superseded the Operation Funding Agreement dated November 27, 2007.

Per the Restated OFA, the Developer will advance funds to the District for the payment of operations and maintenance expenses for fiscal years 2008 through 2019 up to the shortfall amount of \$3,217,982.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Amended and Restated Operations Funding Agreement (Continued)

The District will repay the amounts the Developer has advanced pursuant to the Restated OFA from revenues it receives from Vauxmont per the Cimarron FFCOA (defined in Note 7), subject to annual budget and appropriation. Simple interest shall accrue on each developer advance from the date of deposit into the District's account, until paid, at the rate of 9% per annum. Payments to reimburse the Developer shall be applied first to accrued and unpaid interest and then to principal amounts due.

Any obligation of the Developer to advance funds thereunder expired on December 31, 2020. Any obligation of the District to reimburse the Developer shall expire on December 31, 2049. If the District has not reimbursed the Developer for any Developer Advances made pursuant to this agreement on or before December 31, 2049, any amount of principal and accrued interest outstanding on such date shall be discharged and satisfied in full.

As of December 31, 2022, the District owed the Developer a total of \$5,089,131 under the Restated OFA, which consisted of \$3,093,081 of principal and \$1,996,050 of accrued interest.

Loan Agreement

On January 1, 2021, the District and the Developer entered into a revolving credit facility (loan) in the maximum principal amount of \$400,000 for the purposes of funding operations and maintenance costs in the first part of fiscal year 2021 when revenue shortfalls occur due to the timing of operating tax levies. The loan bears interest at 3% compounded monthly subject to the terms of the applicable loan agreement and matures on September 1, 2021.

During 2021, the Developer advanced \$274,000 to the District and the District repaid the Developer \$274,000 plus interest of \$4,301.

No advances were made by the Developer to the District under the agreement during 2022.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Authorized Debt

At December 31, 2022, the District had authorized but unissued indebtedness for the following purposes:

	Authorized May 4, 2004 Election	Authorized November 4, 2004 Election	Authorized May 4, 2010 Election	Authorized May 8, 2012 Election	Total Authorized Debt
Streets	\$ 450,000,000	\$ -	\$ -	\$ 450,000,000	\$ 900,000,000
Water	450,000,000	-	-	450,000,000	900,000,000
Sewer	450,000,000	-	-	450,000,000	900,000,000
Parks and Recreation	450,000,000	-	-	450,000,000	900,000,000
Public Transportation	450,000,000	-	-	450,000,000	900,000,000
Mosquito Control	-	-	-	450,000,000	450,000,000
Fire Protection	450,000,000	-	-	450,000,000	900,000,000
Television Relay	450,000,000	-	-	450,000,000	900,000,000
Traffic Safety	450,000,000	-	-	450,000,000	900,000,000
Multi-Fiscal Year IGAs	450,000,000	450,000,000	450,000,000	450,000,000	1,800,000,000
Operations and Maintenance	625,000	-	-	5,000,000	5,625,000
Renewable Energy	-	-	900,000,000	-	900,000,000
Debt Refunding	450,000,000	-	-	450,000,000	900,000,000
Total	\$ 4,500,625,000	\$ 450,000,000	\$ 1,350,000,000	\$ 4,955,000,000	\$ 11,255,625,000

	Authorization Used				Remaining at December 31, 2022
	Series 2010A-1 Note	Series 2012 Bond	Series 2012 Sub. Note	Series 2018 Note	
Streets	\$ -	\$ -	\$ -	\$ -	\$ 900,000,000
Water	-	-	-	-	900,000,000
Sewer	-	-	-	-	900,000,000
Parks and Recreation	52,100,000	44,900,000	23,000,000	-	780,000,000
Public Transportation	-	-	-	-	900,000,000
Mosquito Control	-	-	-	-	450,000,000
Fire Protection	-	-	-	-	900,000,000
Television Relay	-	-	-	-	900,000,000
Traffic Safety	-	-	-	-	900,000,000
Multi-Fiscal Year IGAs	-	-	-	-	1,800,000,000
Operations and Maintenance	-	-	-	-	5,625,000
Renewable Energy	-	-	-	-	900,000,000
Debt Refunding	-	-	-	21,367,000	878,633,000
Total	\$ 52,100,000	\$ 44,900,000	\$ 23,000,000	\$ 21,367,000	\$ 11,114,258,000

In the future, the District may issue a portion or all of the remaining authorized but unissued general obligation debt for purposes of providing public improvements to support development as it occurs within the District's service area.

Notwithstanding the voted authorization stated above, pursuant to the Master IGA described below, the District and Vauxmont are collectively limited to issuance of debt in the maximum original principal amount of \$138,525,000.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 6 NET POSITION

The District has net position consisting of three components – net investment in capital assets, restricted, and unrestricted.

The net investment in capital assets component of net position consists of capital assets that are owned by the District, net of accumulated depreciation and reduced by the outstanding balances of bonds, mortgages, notes, or other borrowings that are attributable to the acquisition, construction, or improvements of those assets. The amount does not include the value of any construction in progress that will be transferred to other entities for ownership and maintenance. As of December 31, 2022, net investment in capital assets was \$11,362,874.

The restricted component of net position consists of amounts that are restricted for use either externally by creditors, grantors, contributors, or laws and regulations of other governments; or imposed by law through constitutional provisions or enabling legislation. As of December 31, 2022, the District's restricted net position was \$1,000 for TABOR Emergency Reserves.

The unrestricted component of net position is the net amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position. The District's unrestricted net position at December 31, 2022 totaled \$101,476,748.

NOTE 7 AGREEMENTS

Facilities Funding, Construction and Operations Agreement

The Jefferson Center Districts (JCMD No. 1, JCMD No. 2, the District, Vauxmont, Canyon Pines Metropolitan District and Mountain Shadows Metropolitan District) entered into a Facilities Funding, Construction and Operations Agreement (Master IGA) on July 26, 2005, as amended on November 28, 2006, December 15, 2009, November 1, 2010, and June 11, 2015 to coordinate the financing, construction, operation and maintenance of the public improvements within the service area of the Districts and to establish the relationship between and respective responsibilities of the District, JCMD No. 2, and the other Financing Districts (as defined in the Master IGA).

The Master IGA provides a framework for the equitable allocation over time among the Districts of the costs of administration of the Districts and the costs of financing, constructing, operating and maintaining the public improvements contemplated therein. JCMD No. 2 is generally responsible for providing the financing, construction, operations and maintenance of certain primary public infrastructure to serve the entire service area.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 7 AGREEMENTS (CONTINUED)

Facilities Funding, Construction and Operations Agreement (Continued)

The Master IGA provides a limitation on the issuance of indebtedness by the Districts in the amount of \$450 million of total aggregate debt by all of the Districts. The Master IGA is intended to constitute a multiple fiscal year financial obligation of the Districts, and as such, it was submitted to and approved by the electorates of each of the Districts prior to being executed.

On March 24, 2009, each of the Districts elected to perform its own administrative services, effective January 1, 2008. On November 1, 2010, the Districts entered into the Third Amendment to Facilities Funding, Construction and Operations Agreement, whereby JCMD No. 2 will not construct, own, operate or maintain Public Park Improvements. Each Financing District may determine to establish a system of fees, rates, tolls and/or charges with respect to the maintenance of the Public Park Improvements it constructs and/or maintains on property within its respective boundaries.

Agreement Regarding Collection of Fees

On February 28, 2012, the District, Vauxmont, the Developer, and Candelas Special Improvement District No. 1 entered into the Agreement Regarding Collection of Fees, whereby the parties agreed that, for increased efficiency and ease of administration, the District would collect the Sustainability Contribution and the Design Review Fees (all as defined in the Agreement). On September 25, 2012, the agreement was amended to include collection of Trash and Recycling Fees (defined in the Agreement) as well.

On February 28, 2012, the District and Vauxmont adopted that certain Amended and Restated Joint Resolution Regarding the Imposition of Capital Fees (the "Original Fee Resolution") pursuant to which, in part, the District and Vauxmont imposed certain fees upon the property located within their respective service areas in order to provide funding for the contemplated public improvements and to provide funding to service payment on prior issued debt.

On February 25, 2014, the Original Fee Resolution was amended (First Amendment) in order to impose a different Water Fee component of the Capital Fees for portions of the property. The First Amendment made one Capital Fee structure applicable to certain real property within Candelas Filing No. 1 and Candelas Filing No. 1, Amendment No. 1 (Initial Lots) and another Capital Fee structure applicable to later filings of Candelas (Amendment Property).

The Districts adopted a Second Amendment to the Resolution on October 28, 2015, in order to modify the Capital Fees payable for any lot that had not previously paid Capital Fees to the Districts and to establish Water Tap Fees and Park Development Fees. The Second Amendment also noted that the public improvements funded by the imposition of Capital Fees would include payment on the Series 2015 Bonds issued by Vauxmont, as well as payment on the Series 2012 Bonds.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 7 AGREEMENTS (CONTINUED)

Agreement Regarding Collection of Fees (Continued)

On March 23, 2016, the Districts adopted a Third Amendment in order to correct and clarify the Capital Fees applicable to the Initial Lots and Amendment Property and to put the current and future owners of the Initial Lots and Amendment Property on notice of the imposition and collection of such fees. The exhibits to the Third Amendment, which provide schedules of the Capital Fees imposed and payable by the Initial Lots and the Amendment Property, replace in their entirety the exhibits to the Original Fee Resolution and the First and Second Amendments. With the exception of their exhibits, the Original Fee Resolution, and First, Second, and Third Amendments remain in full force and effect.

On October 25, 2017, the Districts adopted a Fourth Amendment in order to correct and clarify the Capital Fees applicable to the Initial Lots and Amendment Property, to adopt a category of duplex fees for the Amendment Property, and to put the current and future owners of the Initial Lots and Amendment Property on notice of the imposition and collection of such fees. The Original Fee Resolution and the First, Second, Third, and Fourth Amendments were all recorded in the real property records of Jefferson County, Colorado.

Facilities Funding, Construction and Operation Agreement – Vauxmont Metropolitan District

On October 25, 2012, the District entered into a Facilities Funding, Construction and Operations Agreement with Vauxmont (the Original Cimarron FFCOA). The Original Cimarron FFCOA terminated and replaced the Memorandum of Understanding with Vauxmont dated February 24, 2009 (effective January 1, 2009). The Original Cimarron FFCOA was replaced and superseded by that certain Amended and Restated Facilities Funding, Construction and Operations Agreement dated June 11, 2015 (the Cimarron FFCOA).

Pursuant to the Cimarron FFCOA, the District will own, operate, maintain and construct (including funding thereof) certain public improvements and Vauxmont will contribute to the costs of construction, operation, and maintenance of such public improvements. The District is obligated to pay the costs of providing such services from revenues generated from Vauxmont's operation and maintenance mill levy.

The Cimarron FFCOA also acknowledges the District's and Vauxmont's current and potential future issuances of debt for the purpose of funding capital costs associated with public improvements and provides that the District's obligation with respect to payment of such costs will be set forth in one or more pledge agreements, including the VXMD Pledge Agreement and others in the future.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 7 AGREEMENTS (CONTINUED)

Intergovernmental Restructuring Agreement

On June 11, 2015, the District, JCMD No. 1, JCMD No. 2 and Vauxmont entered into that certain Intergovernmental Restructuring Agreement (Restructure IGA) to acknowledge the issuance of the Series 2015 Vauxmont Bonds and to make certain clarifications relative to the future financing, construction and provision of service and improvements within the service area of the Jefferson Center Districts (Service Area). The Restructure IGA acknowledges Vauxmont issued the Vauxmont Series 2015 Bonds in part to refinance and restructure certain outstanding debts of JCMD No. 1, JCMD No. 2, the District and Vauxmont, as is more particularly described in the Restructure IGA in order to secure certain economic efficiencies and cost savings relative to past, present and future financing and construction of public improvements to benefit the constituents of the Service Area.

The Restructure IGA recognizes the allocation of revenue, cash and certain expenses as to the parties to the Restructure IGA. The Restructure IGA also addresses certain capital and operational matters and provides that each district that is a party to the Restructure IGA will be obligated to manage and cause the financing, construction, operation and maintenance of any public infrastructure necessary for the development of property within their respective boundaries, with certain specific exceptions listed therein. The Restructure IGA addresses the disposition of certain water rights, water options, water fees and water related agreements as between the parties.

Second Amended and Restated Service Agreement for Project Management Services

The District entered into a Second Amended and Restated Service Agreement for Project Management Services with Terra Causa Capital, LLC (the Consultant) on April 27, 2016 (Second Amended Agreement). The Second Amended Agreement replaced and superseded the Amended and Restated Project Management Agreement (Amended Agreement) between the District and Terra Causa Capital, LLC dated October 11, 2012, which had replaced and superseded the Service Agreement for Project Management Services between the District and Terra Causa Capital, LLC dated April 1, 2011 (Original Agreement). Certain members of the District Board are employees or officers of the Consultant.

The District and the Consultant (collectively, the Parties) entered into the Second Amended Agreement to identify that Candelas Filing No. 3 was divided into Candelas Filing Nos. 3 and 4, and the Services previously related to Candelas Filing No. 3 were divided into Services related to Candelas Filing Nos. 3 and 4. In addition, the Parties revised the provisions governing the remaining fees to be paid to the Consultant for Services related to Candelas Filing No. 1 and also Services related to Candelas Filing Nos. 2, 3, and 4. The Amended Agreement included a Management Fee Cap of \$5,025,666.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 7 AGREEMENTS (CONTINUED)

Second Amended and Restated Service Agreement for Project Management Services (Continued)

At the time the Parties entered into the Second Amended Agreement, the outstanding balance of the Management Fee Cap to be paid to the Consultant for Services was \$1,942,809 (Amended Management Fee Cap). The Management Fees to be paid to the Consultant for Filing Nos. 1, 2, 3, and 4 Services combined include payment in the amount of \$42,500 per month (paid in arrears) for the invoices beginning on May 1, 2016, through January 31, 2019; \$20,430 per month (paid in arrears) for the invoices beginning on February 1, 2019, through January 31, 2021; and a one-time lump sum final payment of \$49,989 on or before January 31, 2021. The Second Amended Agreement changed the term expiration date from September 30, 2021, to January 31, 2021.

For consideration of prior work performed by the Consultant, if the Second Amended Agreement is terminated early, the Consultant is entitled to an early termination fee in lieu of any other amounts payable to the Consultant under the Second Amended Agreement, (with the exception of amounts outstanding and payable) calculated as follows: the Amended Management Fee Cap less Management Fees paid to date multiplied by 50%.

During the year ended December 31, 2021, the District paid \$70,419 to Terra Causa Capital, LLC for project management services and additional expenses, pursuant to the Second Amended Agreement, the prior Amended Agreement, and the Original Agreement. No payments were made during 2022.

NOTE 8 RELATED PARTIES

All of the members of the Board of Directors are employees of, owners of, or are otherwise associated with the Developers of property within the District's service area and may have conflicts of interest in dealing with the District. Management believes that all potential conflicts, if any, have been disclosed to the Board. The Consultant, the Developer, and their affiliated entities have entered into several agreements with the District, whereby the Developer or the Consultant are due funds from the District or otherwise has interest in District activities. The agreements include the Restated OFA, the Restated FFAA, and the Second Amended Project Management Agreement (see Note 4 and Note 5).

NOTE 9 INTERFUND TRANSFERS

The transfers between funds were to support operations of the District.

**CIMARRON METROPOLITAN DISTRICT
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2022**

NOTE 10 RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; thefts of, damage to, or destruction of assets; errors or omissions; injuries to employees; or acts of God.

The District is a member of the Colorado Special Districts Property and Liability Pool (the Pool). The Pool is an organization created by intergovernmental agreement to provide property, liability, public officials' liability, boiler and machinery, and workers' compensation coverage to its members. Settled claims have not exceeded this coverage in any of the past three fiscal years.

The District pays annual premiums to the Pool for liability, property, and public officials' liability coverage. In the event aggregated losses incurred by the Pool exceed amounts recoverable from reinsurance contracts and funds accumulated by the Pool, the Pool may require additional contributions from the Pool members. Any excess funds which the Pool determines are not needed for purposes of the Pool may be returned to the members pursuant to a distribution formula.

NOTE 11 TAX, SPENDING, AND DEBT LIMITATIONS

Article X, Section 20 of the Colorado Constitution, commonly known as the Taxpayer's Bill of Rights (TABOR), contains tax, spending, revenue, and debt limitations which apply to the state of Colorado and all local governments.

Spending and revenue limits are determined based on the prior year's Fiscal Year Spending adjusted for allowable increases based upon inflation and local growth. Fiscal Year Spending is generally defined as expenditures plus reserve increases with certain exceptions. Revenue in excess of the Fiscal Year Spending limit must be refunded unless the voters approve retention of such revenue.

TABOR requires local governments to establish Emergency Reserves. These reserves must be at least 3% of Fiscal Year Spending (excluding bonded debt service). Local governments are not allowed to use the Emergency Reserves to compensate for economic conditions, revenue shortfalls, or salary or benefit increases.

On May 4, 2004, and again on May 8, 2012, a majority of the District's electors authorized the District to increase property taxes annually, without limitation of rate, to pay the District's operational and maintenance costs (\$100,000 in the 2004 election and \$5,000,000 in the 2012 election). Additionally, the District's electors authorized the District to collect and spend or retain in a reserve all currently levied taxes and fees of the District without regard to any limitations under Article X, Section 20 of the Colorado Constitution.

The District's management believes it is in compliance with the provisions of TABOR. However, TABOR is complex and subject to interpretation. Many of the provisions, including the interpretation of how to calculate Fiscal Year Spending limits, will require judicial interpretation.

SUPPLEMENTARY INFORMATION

**CIMARRON METROPOLITAN DISTRICT
 COMBINING BALANCE SHEET
 SPECIAL REVENUE FUNDS
 YEAR ENDED DECEMBER 31, 2022**

	Alley Lots Fund	Recreation Centers Fund	Total Special Revenue Funds
ASSETS			
Assets	\$ -	\$ -	\$ -
LIABILITIES AND FUND BALANCES			
LIABILITIES	\$ -	\$ -	\$ -
FUND BALANCES	-	-	-
Total Liabilities and Fund Balances	\$ -	\$ -	\$ -

**CIMARRON METROPOLITAN DISTRICT
COMBINING SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
SPECIAL REVENUE FUNDS
YEAR ENDED DECEMBER 31, 2022**

	Alley Lots Fund	Recreation Centers Fund	Total Special Revenue Funds
REVENUES			
Parkview Facility Revenue	\$ -	\$ 1,960	\$ 1,960
Townview Facility Revenue	-	1,446	1,446
Revenue - COVID Funds	-	17,000	17,000
Transfer from Vauxmont MD	28,628	-	28,628
Total Revenues	<u>28,628</u>	<u>20,406</u>	<u>49,034</u>
EXPENDITURES			
Alley Lot Landscape Services	6,215	-	6,215
Alley Lot Snow Removal	35,525	-	35,525
Alley Lot Water	270	-	270
Alley Lot Irrigation Repairs	14,453	-	14,453
Parkview Cable/Phones	-	3,234	3,234
Parkview Contract Services	-	6,424	6,424
Parkview Parts and Supplies	-	188	188
Townview Cable/Phones	-	1,238	1,238
Townview Contract Services	-	4,842	4,842
Townview Repairs and Maintenance	-	75	75
Transfer to Vauxmont MD	-	6,957	6,957
Total Expenditures	<u>56,463</u>	<u>22,958</u>	<u>79,421</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(27,835)	(2,552)	(30,387)
OTHER FINANCING SOURCES (USES)			
Transfer from Other Funds	1,685	84,738	86,423
Transfer to Other Funds	-	(11,268)	(11,268)
Total Other Financing Sources (Uses)	<u>1,685</u>	<u>73,470</u>	<u>75,155</u>
NET CHANGE IN FUND BALANCE	(26,150)	70,918	44,768
Fund Balances - Beginning of Year	<u>26,150</u>	<u>(70,918)</u>	<u>(44,768)</u>
FUND BALANCES - END OF YEAR	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**CIMARRON METROPOLITAN DISTRICT
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Total Revenues	\$ -	\$ -	\$ -
EXPENDITURES			
Transfer to Vauxmont	43,209	-	43,209
Total Expenditures	<u>43,209</u>	<u>-</u>	<u>43,209</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(43,209)	-	43,209
OTHER FINANCING SOURCES (USES)			
Transfer to Other Funds	-	(43,208)	(43,208)
Total Other Financing Sources (Uses)	<u>-</u>	<u>(43,208)</u>	<u>(43,208)</u>
NET CHANGE IN FUND BALANCE	(43,209)	(43,208)	1
Fund Balance - Beginning of Year	<u>43,209</u>	<u>43,208</u>	<u>(1)</u>
FUND BALANCE - END OF YEAR	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>	<u><u>\$ -</u></u>

**CIMARRON METROPOLITAN DISTRICT
CAPITAL PROJECTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2022**

	Budget Amounts		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Other Revenue	\$ -	\$ 179,601	\$ 264,596	\$ 84,995
Total Revenues	-	179,601	264,596	84,995
EXPENDITURES				
Accounting	-	23,000	22,911	89
Legal	12,000	5,000	114	4,886
Legal - Slope Mitigation Project	-	20,000	18,910	1,090
Banking Fees	-	-	2,176	(2,176)
Slope Stability	-	350,000	333,322	16,678
Capital Outlay - District Costs	296,824	1,200,000	1,097,733	102,267
Total Expenditures	308,824	1,598,000	1,475,166	122,834
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES				
	(308,824)	(1,418,399)	(1,210,570)	207,829
OTHER FINANCING SOURCES (USES)				
Developer Advance	-	1,155,087	867,940	(287,147)
Transfer from Other Funds	-	50,832	50,832	-
Total Other Financing Sources (Uses)	-	1,205,919	918,772	(287,147)
NET CHANGE IN FUND BALANCE				
	(308,824)	(212,480)	(291,798)	(79,318)
Fund Balance - Beginning of Year	308,824	212,480	212,480	-
FUND BALANCE - END OF YEAR				
	\$ -	\$ -	\$ (79,318)	\$ (79,318)