

WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

NOTICE OF REGULAR MEETING AND AGENDA

| <u>Board of Directors</u> | <u>Office</u> | <u>Term Expiration</u> |
|---------------------------|-----------------------------------|------------------------|
| Tim DePeder | President | May 2025 |
| Rishi Loona | Vice President | May 2027 |
| Josh Kane | Treasurer & Assistant Secretary | May 2027 |
| Kim Perry | Secretary | May 2025 |
| Vacancy | Asst. Secretary & Asst. Treasurer | May 2025 |

Date: October 19, 2023 (Thursday)

Time: 3:00 P.M.

Place: MS Teams & Teleconference

[Click here to join the meeting](#)

Meeting ID: 274 330 989 882 Passcode: k8qsYc

Or call in (audio only)

[+1 720-721-3140](tel:+17207213140) Phone Conference ID: 929 958 107#

I. ADMINISTRATIVE ITEMS

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

II. CONSENT AGENDA

- A. Approval of Minutes – November 16, 2022, Regular Meeting. **(Pages 3-8)**
- B. Ratification of Payment of Claims. **(Pages 9-13)**
- C. Ratification of Contract Modifications.
- D. Review Unaudited Financial Statements for the period ending June 30, 2023. **(Pages 14-19)**
- E. Consideration and Approval of 2024 Annual Administrative Resolution. **(Pages 20-26)**
- F. Consideration and Approval of 2024 Meeting Resolution. **(Pages 27-31)**
- G. Consideration and Approval of First Amendment to Public Records Policy. **(Pages 32-33)**

III. DISTRICT MANAGER ITEMS

IV. CAPITAL INFRASTRUCTURE ITEMS

- A. District Project Manager Update.

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

V. FINANCIAL ITEMS

- A. Finance Manager's Report.
- B. Ratification of 2022 Audit Exemptions for District No. 1-3. **(Pages 34-54)**
- C. Public Hearing regarding the Proposed 2024 Budgets.
- D. Consider Adoption of 2024 Budgets; Consideration and Approval of Resolutions to Adopt Budgets; Certify Mill Levies and Appropriate Sums of Money. **(Pages 55-59)**

VI. LEGAL ITEMS

- A. Consideration and Approval of Amended and Restated 2020 Funding and Reimbursement Agreement with PFLVD, LLC, and in connection therewith, Refunding of Subordinate Note and Issuance of New Subordinate Note to PFLVD, LLC for Operating Advances. **(Pages 60-86)**
- B. Consideration and Approval of Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement with PFLVD, LLC, and in connection therewith, Refunding of Subordinate Note and Issuance of New Subordinate Note to PFLVD, LLC for Capital Advances. **(Pages 87-123)**

VII. DIRECTOR ITEMS**VIII. OTHER MATTERS**

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

X. ADJOURNMENT

******The next Regular Meeting is scheduled for TBD 2024******

RECORD OF PROCEEDINGS

MINUTES OF THE COORDINATED
REGULAR MEETING OF
WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

HELD
November 16, 2022

The Boards of Directors of West Boyd Metropolitan District Nos. 1-3 held a coordinated special meeting, open to the public, via MS Teams, at 12:00 p.m., Wednesday, November 16, 2022.

ATTENDANCE Directors in Attendance: (via teleconference)
Tim DePeder, President
Rishi Loona, Vice President
Kim Perry, Secretary

Directors absent and Excused:
Josh Kane, Treasurer & Assistant Secretary

Also in Attendance: (via teleconference)
Alan Pogue, Esq.; Icenogle Seaver Pogue, P.C.
Jeff Breidenbach, Jim Niemczyk and Abby Kirkbride; McWhinney
Shannon McEvoy, Sarah Bromley, Kieyesia Conaway, Irene Buenavista,
Casey Milligan, Tiffany Skoglund, Molly Brodlun; Pinnacle Consulting
Group, Inc.

CALL MEETING The meeting was called to order at 12:08p.m. by District Manager, Sarah
TO ORDER Bromley. The Directors in attendance confirmed their qualifications to serve.

COMBINED The Districts are meeting in a combined Board meeting. Unless otherwise
MEETING noted, the matters set forth below shall be deemed to be the actions of the
West Boyd Metropolitan District No. 1, with concurrence by the West Boyd
Metropolitan District Nos. 2 and 3.

CONFLICTS OF Alan Pogue, legal counsel, stated that notices of potential conflicts of interest
INTEREST for all Board Members were filed with the Colorado Secretary of State’s
Office, disclosing potential conflicts as all Board Members are employees of
McWhinney Real Estate Services, Inc., which is associated with the primary
landowners and developer within the Districts. Mr. Pogue advised the
Boards that pursuant to Colorado law, certain disclosures by the Board

RECORD OF PROCEEDINGS

Members might be required prior to taking official action at a meeting. The Boards reviewed the agenda for the meeting, following which each Board Member present confirmed the contents of the written disclosures previously made stating the fact and summary nature of any matters as required under Colorado law to permit official action to be taken at the meeting. Additionally, the Boards determined that the participation of the members present was necessary to obtain a quorum or otherwise enable the Boards to act.

APPROVAL OF AGENDA

The Boards considered the agenda. Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to approve the agenda, as presented.

APPOINTMENT TO FILL BOARD VACANCY

Mr. Pogue addressed the Boards and provided an overview of the process for appointing interested candidates to the Boards noting there is one interested candidate to fill the vacancy on the Boards of District Nos. 1-3. Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to appoint Abby Kirkbride to the Board of Directors to fill the term expiring May 2025.

ELECTION OF OFFICERS

The Boards discussed the election of Officers. Upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to elect the slate of Officers as noted below.

- Tim DePeder, President
- Rishi Loona, Vice President
- Josh Kane, Treasurer & Assistant Secretary
- Kim Perry, Secretary
- Abby Kirkbride, Assistant Secretary & Assistant Treasurer

RECORD OF PROCEEDINGS

PUBLIC COMMENT There were no members of the public present.

CONSENT
AGENDA ITEMS

The Boards considered the following consent agenda items:

- A. Approval of Minutes—November 29, 2021 Special Meeting Minutes.
- B. Ratification of Payables.
- C. Ratification of Contract Modifications.
- D. Financial Statements as of June 30, 2022.
- E. Consideration and Approval of 2023 Administrative Matters Resolution.
- F. Consideration and Approval of 2023 Meeting Resolution.
- G. Consideration and Approval of 2023 Election Resolution.

Upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to approve the consent agenda items, as presented.

FINANCIAL ITEMS

Director DePeder opened the 2023 Budget Hearing for West Boyd Metropolitan Districts Nos. 1-3. Ms. Bromley reported that notice of the budget hearing had been published on November 9, 2022 in accordance with state budget law. There being no public input the public portion of the budget hearing was closed. Ms. Buenavista reviewed the budgets in detail and answered questions pertaining to the mill levy and estimated revenues and expenditures. The budgets by District and fund are as follows:

District No. 1
General Fund Expenditures: \$97,767.00
Capital Fund Expenditures: \$30,000.00

District No. 2
Mill levy is 25.000 mills
General Fund Expenditures: \$ 892.00

District No. 3
Mill levy is 25.000 mills.
General Fund Expenditures: \$263.00

RECORD OF PROCEEDINGS

Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to approve the Resolution to Adopt the 2023 budgets for West Boyd Metropolitan Districts Nos. 1-3, set the mill levies, appropriate budgeted funds upon final certification of value being received by the County of Larimer on or before December 15, 2022 and approve all other documents related to the 2023 budget pending changes to Legal expenditures to \$17,500.00 and Director fees to \$1,000.00. The District Manager is authorized to make minor modifications that may be necessary following receipt of final assessed values.

LEGAL ITEMS

Approval of work order with MRES for financial Services related to bond issuance: Mr. Pogue presented the work order with MRES for financial Services related to bond issuance and answered questions. Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to approve the work order with MRES for financial Services related to bond issuance.

Approval of Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”), and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances and Approval to Assign the Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”) and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances to PFLVD: Mr. Pogue presented the Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”) and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances and Approval to Assign the Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”) and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances to PFLVD and answered questions. Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RECORD OF PROCEEDINGS

RESOLVED to approve the Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”), and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances and Approval to Assign the Third Amendment to 2020 Funding and Reimbursement Agreement with VDW Properties, LLC (“VDWP”) and in connection therewith Refunding of Subordinate Note and Issuance of New Subordinate Note to VDWP for Operating Advances to PFLVD.

Approval of Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances and Approval to Assign the Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances to PFLVD: Mr. Pogue presented the Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances and Approval to Assign the Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances to PFLVD and answered questions. Following review and discussion, and upon a motion duly made by Director Perry, seconded by Director Loona and, upon vote, unanimously carried, it was

RESOLVED to approve the Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances and Approval to Assign the Third Amendment to Improvement Acquisition, Advance, and Reimbursement Agreement with VDWP for Capital Advances to PFLVD.

DISTRICT
MANAGEMENT

Manager’s Report: Ms. Bromley reviewed the Manager’s Report with the Boards and answered questions.

OTHER ITEMS

There were no Other Items to bring before the board.

RECORD OF PROCEEDINGS

ADJOURNMENT

There being no further business to come before the Boards, and upon motion and second, the meeting was adjourned at 12:33 p.m.

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

Respectfully Submitted,

Kieyesia Conaway, Secretary for the Meeting

West Boyd Metropolitan District No. 1
Check Detail
November 8, 2022 through October 16, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|-----------------|---------------|------------|--|------------------------------------|-----------------|
| Liability Check | | 12/20/2022 | QuickBooks Payroll Service | 1-11000 · Cash - Checking | |
| | | | | 66000 · Payroll Expenses | 5.25 |
| | | | QuickBooks Payroll Service | 2110 · Direct Deposit Liabilities | 277.05 |
| | | | | | <u>282.30</u> |
| Liability Check | ACH | 01/25/2023 | United States Treasury | 1-11000 · Cash - Checking | |
| | | | | 24000 · Payroll Liabilities | 18.60 |
| | | | | 24000 · Payroll Liabilities | 18.60 |
| | | | | 24000 · Payroll Liabilities | 4.35 |
| | | | | 24000 · Payroll Liabilities | 4.35 |
| | | | | | <u>45.90</u> |
| Bill Pmt -Check | Bill.com | 11/29/2022 | Icenogle Seaver Pogue | 1072 · Bill.com Money Out Clearing | |
| Bill | 22483 | 10/31/2022 | | 1-51110 · Legal Services | 198.50 |
| | | | | | <u>198.50</u> |
| Bill Pmt -Check | Bill.com | 11/29/2022 | Prairie Mountain Media | 1072 · Bill.com Money Out Clearing | |
| Bill | Ad 1929905 | 11/01/2022 | | 1-51120 · Office, Dues & Other | 29.00 |
| | | | | | <u>29.00</u> |
| Bill Pmt -Check | Bill.com | 11/29/2022 | Pinnacle Consulting Group, Inc. | 1072 · Bill.com Money Out Clearing | |
| Bill | 23567 | 10/31/2022 | | 1-51040 · District Management | 1,364.99 |
| | | | | 1-51000 · Accounting | 964.16 |
| | | | | 1-51120 · Office, Dues & Other | 174.50 |
| | | | | | <u>2,503.65</u> |
| Bill Pmt -Check | Bill.com | 12/28/2022 | CO Special Dist Property and Liab Pool | 1072 · Bill.com Money Out Clearing | |
| Bill | 23WC-115-0219 | 11/30/2022 | | 1-12000 · Prepaid Expense | 445.00 |
| | | | | | <u>445.00</u> |
| Bill Pmt -Check | Bill.com | 12/28/2022 | CO Special Dist Property and Liab Pool | 1072 · Bill.com Money Out Clearing | |
| Bill | 23WC-116-0259 | 11/30/2022 | | 1-12000 · Prepaid Expense | 445.00 |
| | | | | | <u>445.00</u> |
| Bill Pmt -Check | Bill.com | 12/28/2022 | CO Special Dist Property and Liab Pool | 1072 · Bill.com Money Out Clearing | |
| Bill | 23WC-102-0164 | 11/30/2022 | | 1-12000 · Prepaid Expense | 445.00 |
| | | | | | <u>445.00</u> |
| Bill Pmt -Check | Bill.com | 01/17/2023 | Pinnacle Consulting Group, Inc. | 1072 · Bill.com Money Out Clearing | |
| Bill | 23720 | 11/30/2022 | | 1-51040 · District Management | 1,365.02 |
| | | | | 1-51000 · Accounting | 964.18 |
| | | | | 1-51120 · Office, Dues & Other | 7.50 |
| | | | | | <u>2,336.70</u> |

West Boyd Metropolitan District No. 1
Check Detail
November 8, 2022 through October 16, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|----------------------|-------------------|--|---|-----------------|
| Bill Pmt -Check | Bill.com | 01/17/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 22716 | 11/30/2022 | | 1-51110 - Legal Services | 1,966.00 |
| | | | | 1-51050 - Election Costs | 4.60 |
| | | | | | <u>1,970.60</u> |
| Bill Pmt -Check | Bill.com | 02/06/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 23913 | 12/31/2022 | | 1-51040 - District Management | 1,364.99 |
| | | | | 1-51000 - Accounting | 964.16 |
| | | | | 1-51120 - Office, Dues & Other | 92.05 |
| | | | | | <u>2,421.20</u> |
| Bill Pmt -Check | Bill.com | 02/06/2023 | Special District Association | 1072 - Bill.com Money Out Clearing | |
| Bill | 2023 Renewal MD No 1 | 12/31/2022 | | 1-12000 - Prepaid Expense | 344.78 |
| | | | | | <u>344.78</u> |
| Bill Pmt -Check | Bill.com | 02/06/2023 | Special District Association | 1072 - Bill.com Money Out Clearing | |
| Bill | 2023 Renewal MD No 2 | 12/31/2022 | | 1-12000 - Prepaid Expense | 226.34 |
| | | | | | <u>226.34</u> |
| Bill Pmt -Check | Bill.com | 02/06/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 22862 | 12/31/2022 | | 1-51110 - Legal Services | 342.00 |
| | | | | 1-51050 - Election Costs | 105.60 |
| | | | | | <u>447.60</u> |
| Bill Pmt -Check | Bill.com | 02/06/2023 | Special District Association | 1072 - Bill.com Money Out Clearing | |
| Bill | 2023 Renewal MD No 3 | 12/31/2022 | | 1-12000 - Prepaid Expense | 225.39 |
| | | | | | <u>225.39</u> |
| Bill Pmt -Check | Bill.com | 03/10/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23018 | 01/31/2023 | | 1-51110 - Legal Services | 1,067.50 |
| | | | | 1-51050 - Election Costs | 171.00 |
| | | | | | <u>1,238.50</u> |
| Bill Pmt -Check | Bill.com | 03/10/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 23624 | 11/30/2022 | | 3-51040 - District Management, Capital | 1,085.00 |
| | | | | | <u>1,085.00</u> |
| Bill Pmt -Check | Bill.com | 03/10/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24050 | 01/31/2023 | | 1-51040 - District Management | 1,015.00 |
| | | | | 1-51000 - Accounting | 1,435.00 |
| | | | | 1-51120 - Office, Dues & Other | 86.43 |
| | | | | | <u>2,536.43</u> |
| Bill Pmt -Check | Bill.com | 03/10/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 23811 | 12/31/2022 | | 3-51040 - District Management, Capital | 140.00 |
| | | | | | <u>140.00</u> |

West Boyd Metropolitan District No. 1
Check Detail
November 8, 2022 through October 16, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|--|---|-----------------|
| Bill Pmt -Check | Bill.com | 04/06/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24197 | 02/28/2023 | | 1-51040 - District Management | 805.00 |
| | | | | 1-51000 - Accounting | 1,435.00 |
| | | | | 1-51120 - Office, Dues & Other | 100.02 |
| | | | | | <u>2,340.02</u> |
| Bill Pmt -Check | Bill.com | 04/06/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23202 | 02/28/2023 | | 1-51110 - Legal Services | 3,287.00 |
| | | | | 1-51050 - Election Costs | 266.00 |
| | | | | | <u>3,553.00</u> |
| Bill Pmt -Check | Bill.com | 05/17/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24338 | 03/31/2023 | | 1-51040 - District Management | 1,015.00 |
| | | | | 1-51000 - Accounting | 560.00 |
| | | | | 1-51120 - Office, Dues & Other | 91.18 |
| | | | | | <u>1,666.18</u> |
| Bill Pmt -Check | Bill.com | 05/17/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23285 | 03/31/2023 | | 1-51110 - Legal Services | 2,351.50 |
| | | | | 1-51050 - Election Costs | 280.20 |
| | | | | | <u>2,631.70</u> |
| Bill Pmt -Check | Bill.com | 06/01/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23507 | 04/30/2023 | | 1-51110 - Legal Services | 1,469.50 |
| | | | | 1-51050 - Election Costs | 229.44 |
| | | | | | <u>1,698.94</u> |
| Bill Pmt -Check | Bill.com | 06/01/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24488 | 04/30/2023 | | 1-51040 - District Management | 1,190.00 |
| | | | | 1-51000 - Accounting | 700.00 |
| | | | | 1-51120 - Office, Dues & Other | 91.78 |
| | | | | | <u>1,981.78</u> |
| Bill Pmt -Check | Bill.com | 07/06/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23610 | 05/31/2023 | | 1-51110 - Legal Services | 2,322.00 |
| | | | | 1-51050 - Election Costs | 304.00 |
| | | | | | <u>2,626.00</u> |
| Bill Pmt -Check | Bill.com | 07/06/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24628 | 05/31/2023 | | 1-51040 - District Management | 1,085.00 |
| | | | | 1-51000 - Accounting | 490.00 |
| | | | | 1-51120 - Office, Dues & Other | 98.94 |
| | | | | | <u>1,673.94</u> |
| Bill Pmt -Check | Bill.com | 08/09/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23835 | 06/30/2023 | | 1-51110 - Legal Services | 370.50 |
| | | | | 1-51050 - Election Costs | 19.00 |
| | | | | | <u>389.50</u> |

West Boyd Metropolitan District No. 1
Check Detail
November 8, 2022 through October 16, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|------------------------|-----------------|-------------------|--|---|-----------------|
| Bill Pmt -Check | Bill.com | 08/09/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24757 | 06/30/2023 | | 1-51040 - District Management | 735.00 |
| | | | | 1-51000 - Accounting | 770.00 |
| | | | | 1-51120 - Office, Dues & Other | 377.12 |
| | | | | | <u>1,882.12</u> |
| Bill Pmt -Check | Bill.com | 09/01/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 24894 | 07/31/2023 | | 1-51040 - District Management | 980.00 |
| | | | | 1-51000 - Accounting | 1,295.00 |
| | | | | 1-51120 - Office, Dues & Other | 66.76 |
| | | | | | <u>2,341.76</u> |
| Bill Pmt -Check | Bill.com | 09/01/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 23992 | 07/31/2023 | | 1-51110 - Legal Services | 82.00 |
| | | | | | <u>82.00</u> |
| Bill Pmt -Check | Bill.com | 10/12/2023 | Prairie Mountain Media | 1072 - Bill.com Money Out Clearing | |
| Bill | Ad 1987535 | 08/12/2023 | | 3-51120 - Office, Dues, & Other - Capital | 156.50 |
| | | | | | <u>156.50</u> |
| Bill Pmt -Check | Bill.com | 10/12/2023 | Pinnacle Consulting Group, Inc. | 1072 - Bill.com Money Out Clearing | |
| Bill | 25033 | 08/31/2023 | | 1-51040 - District Management | 1,575.00 |
| | | | | 1-51000 - Accounting | 1,890.00 |
| | | | | 1-51120 - Office, Dues & Other | 67.71 |
| | | | | | <u>3,532.71</u> |
| Bill Pmt -Check | Bill.com | 10/12/2023 | Icenogle Seaver Pogue | 1072 - Bill.com Money Out Clearing | |
| Bill | 24168 | 08/31/2023 | | 1-51110 - Legal Services | 15.00 |
| | | | | | <u>15.00</u> |
| Paycheck | DD1008 | 12/21/2022 | Kim Perry | 1-11000 - Cash - Checking | |
| | | | | 1-51030 - Directors' Fees | 92.35 |
| | | | | | <u>92.35</u> |
| Paycheck | DD1009 | 12/21/2022 | Rishi Loona | 1-11000 - Cash - Checking | |
| | | | | 1-51030 - Directors' Fees | 92.35 |
| | | | | | <u>92.35</u> |
| Paycheck | DD1010 | 12/21/2022 | Timothy G DePeder | 1-11000 - Cash - Checking | |
| | | | | 1-51030 - Directors' Fees | 92.35 |
| | | | | | <u>92.35</u> |

West Boyd Metropolitan District No. 1
Check Detail
November 8, 2022 through October 16, 2023

| Type | Num | Date | Name | Account | Paid Amount |
|-----------------|---------------|------------|--|---------------------------|----------------------------|
| Bill Pmt -Check | 3097416376 | 10/16/2023 | CO Special Dist Property and Liab Pool | 1-11000 - Cash - Checking | |
| Bill | 24PL-116-1760 | 08/31/2023 | | 1-12000 - Prepaid Expense | 2,076.00 |
| | | | | | <u>2,076.00</u> |
| Bill Pmt -Check | 3097416376 | 10/16/2023 | CO Special Dist Property and Liab Pool | 1-11000 - Cash - Checking | |
| Bill | 24PL-102-1779 | 08/31/2023 | | 1-12000 - Prepaid Expense | 2,076.00 |
| | | | | | <u>2,076.00</u> |
| Bill Pmt -Check | 3097416376 | 10/16/2023 | CO Special Dist Property and Liab Pool | 1-11000 - Cash - Checking | |
| Bill | 24PL-115-1698 | 08/31/2023 | | 1-12000 - Prepaid Expense | 2,076.00 |
| | | | | | <u>2,076.00</u> |
| Total | | | | | <u>\$ 50,443.09</u> |



Management Financial Statements

BOARD OF DIRECTORS
WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

We have prepared the accompanying management financial statements for the periods ending as of December 31, 2022, and June 30, 2023.

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

A handwritten signature in blue ink, appearing to read "Jim Bernath".

Pinnacle Consulting Group, Inc.
August 5, 2023

Offices Located in Loveland and Denver

Main office located at 550 W. Eisenhower Blvd., Loveland, CO 80537
(970)669-3611 (303)333-4380
www.PCGI.com

Serving our clients and community through excellent dependable service.

| WEST BOYD METROPOLITAN DISTRICT NO. 1 | | | | | | |
|--|-----------|------------------|-------------------|------------------|--|--|
| BALANCE SHEET | | | | | | |
| December 31, 2022 and June 30, 2023 | | | | | | |
| | | | Unaudited | Unaudited | | |
| | | | Actual | Actual | | |
| | | | 12/31/2022 | 6/30/2023 | | |
| Assets | | | | | | |
| Current Assets | | | | | | |
| Checking | \$ | 4,119 | \$ | 6,470 | | |
| Service Fee Receivable | | 5 | | 7 | | |
| Accounts Receivable | | 9,308 | | 6,572 | | |
| Prepaid Expense | | 8,360 | | - | | |
| Total Current Assets | \$ | 21,791 | \$ | 13,049 | | |
| Total Assets | \$ | 21,791 | \$ | 13,049 | | |
| Liabilities | | | | | | |
| Current Liabilities | | | | | | |
| Accounts Payable | \$ | 7,973 | \$ | 6,572 | | |
| Payroll Liabilities | | 46 | | - | | |
| Total Current Liabilities | \$ | 8,019 | \$ | 6,572 | | |
| Long-Term Liabilities | | | | | | |
| Developer Advance Payable | \$ | 140,761 | \$ | 170,462 | | |
| Capital Advance Payable | | 80,620 | | 81,845 | | |
| Capital Advance Interest Payable | | 11,913 | | 15,055 | | |
| Total Long-Term Debt | \$ | 233,294 | \$ | 267,362 | | |
| Total Liabilities | \$ | 241,313 | \$ | 273,934 | | |
| Fund Equity | | | | | | |
| Net investment in Fixed Assets | \$ | (233,294) | \$ | (267,362) | | |
| Fund Balance | | | | | | |
| Nonspendable | | 8,360 | | - | | |
| Restricted | | 1,440 | | 1,440 | | |
| Unassigned | | 3,974 | | 5,038 | | |
| Total Fund Equity | \$ | (219,521) | \$ | (260,885) | | |
| Total Liabilities and Fund Equity | \$ | 21,791 | \$ | 13,049 | | |
| | | = | | = | | |

| WEST BOYD METROPOLITAN DISTRICT NO. 1 | | | | | | |
|--|------------------|------------------|--------------------|-------------------|------------------|--------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | |
| GENERAL FUND | | | | | | |
| | (a) | (b) | (c) | (d) | (e) | (d-e) |
| | 2022 | 2023 | 2023 | Actual | Budget | Variance |
| | Unaudited | Adopted | Projected | Through | Through | Through |
| | Actual | Budget | Actual | 6/30/2023 | 6/30/2023 | 6/30/2023 |
| Revenues | | | | | | |
| Operating Advances | \$ 46,989 | \$ 71,122 | \$ 44,496 | \$ 24,218 | \$ 35,561 | \$ (11,343) |
| Service Fees, District 2 | 820 | 765 | 765 | 747 | 743 | 4 |
| Service Fees, District 3 | 177 | 325 | 325 | 317 | 319 | (1) |
| Total Revenues | \$ 47,986 | \$ 72,212 | \$ 45,586 | \$ 25,282 | \$ 36,622 | \$ (11,340) |
| Expenditures | | | | | | |
| Accounting and Finance | \$ 11,570 | \$ 12,500 | \$ 10,780 | \$ 5,390 | \$ 6,250 | \$ (860) |
| District Management | 16,380 | 17,500 | 11,690 | 5,845 | 8,750 | (2,905) |
| Director Fees | 366 | 1,000 | 1,000 | - | - | - |
| Election | 1,213 | 1,500 | 1,500 | 1,270 | 750 | 520 |
| District Engineer | - | 4,000 | - | - | - | - |
| Insurance | 7,399 | 9,117 | 7,563 | 7,563 | 9,117 | (1,554) |
| Legal | 7,310 | 17,500 | 21,736 | 10,868 | 8,750 | 2,118 |
| Office, Dues, Newsletters & Other | 1,965 | 3,650 | 3,650 | 1,642 | 1,825 | (183) |
| Contingency | - | 5,000 | - | - | - | - |
| Total Operating Expenditures | \$ 46,204 | \$ 71,767 | \$ 57,919 | \$ 32,578 | \$ 35,442 | \$ (2,864) |
| Revenues Over/(Under) Expenditures | \$ 1,782 | \$ 445 | \$ (12,333) | \$ (7,296) | \$ 1,180 | \$ (8,476) |
| Beginning Fund Balance | 11,991 | 2,399 | 13,773 | 13,773 | 2,399 | 11,374 |
| Ending Fund Balance | \$ 13,773 | \$ 2,844 | \$ 1,440 | \$ 6,477 | \$ 3,579 | \$ 2,898 |
| | | | | | | = |
| COMPONENTS OF ENDING FUND BALANCE: | | | | | | |
| Emergency Reserve (3% of Revenues) | \$ 1,440 | \$ 1,440 | \$ 1,440 | \$ 1,440 | | |
| Unrestricted | 12,333 | 1,404 | - | 5,038 | | |
| TOTAL ENDING FUND BALANCE | \$ 13,773 | \$ 2,844 | \$ 1,440 | \$ 6,477 | | |

| WEST BOYD METROPOLITAN DISTRICT NO. 1 | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | |
| CAPITAL PROJECTS FUND | | | | | | |
| | (a) | (b) | (c) | (d) | (e) | (d-e) |
| | 2022 | 2023 | 2023 | Actual | Budget | Variance |
| | Unaudited | Adopted | Projected | Through | Through | Through |
| | Actual | Budget | Actual | 6/30/2023 | 6/30/2023 | 6/30/2023 |
| Revenues | | | | | | |
| Capital Advances | \$ 945 | \$ 30,000 | \$ 1,225 | \$ 1,225 | \$ - | \$ 1,225 |
| Total Revenues | \$ 945 | \$ 30,000 | \$ 1,225 | \$ 1,225 | \$ - | \$ 1,225 |
| Expenditures | | | | | | |
| Master Planning Engineering - General | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | \$ - |
| District Management - General | 945 | 10,000 | 1,225 | 1,225 | - | 1,225 |
| Engineer - General | - | 10,000 | - | - | - | - |
| Total Capital Expenditures | \$ 945 | \$ 30,000 | \$ 1,225 | \$ 1,225 | \$ - | \$ 1,225 |
| Revenues Over/(Under) Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Beginning Fund Balance | - | - | - | - | - | - |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| | | | | | | = |

| WEST BOYD METROPOLITAN DISTRICT NO. 2 | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | |
| GENERAL FUND | | | | | | |
| | (a) | (b) | (c) | (d) | (e) | (d-e) |
| | 2022 | 2023 | 2023 | Actual | Budget | Variance |
| | Unaudited | Adopted | Projected | Through | Through | Through |
| | Actual | Budget | Actual | 6/30/2023 | 6/30/2023 | 6/30/2023 |
| Revenues | | | | | | |
| Property taxes | \$ 780 | \$ 735 | \$ 735 | \$ 735 | \$ 735 | \$ - |
| Specific Ownership Taxes | 56 | 44 | 44 | 26 | 22 | 4 |
| Other Income | - | 100 | - | - | - | - |
| Total Revenues | \$ 835 | \$ 879 | \$ 779 | \$ 761 | \$ 757 | \$ 4 |
| Expenditures | | | | | | |
| Service Fees to District No. 1 | \$ 820 | \$ 765 | \$ 765 | \$ 747 | \$ 743 | \$ 4 |
| Treasurer Fees | 16 | 15 | 15 | 15 | 15 | - |
| Contingency | - | 100 | - | - | - | - |
| Total Expenditures | \$ 835 | \$ 879 | \$ 779 | \$ 761 | \$ 757 | \$ 4 |
| Revenues Over/(Under) Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Beginning Fund Balance | - | - | - | - | - | - |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Mill Levy | | | | | | |
| Operating | 50.000 | 25.000 | 25.000 | 25.000 | 25.000 | 0.000 |
| Total Mill Levy | 50.000 | 25.000 | 25.000 | 25.000 | 25.000 | 0.000 |
| Assessed Value | \$ 21,541 | \$ 29,413 | \$ 29,413 | \$ 29,413 | \$ 29,413 | \$ - |
| Property Tax Revenue | | | | | | |
| Operating | \$ 1,077 | \$ 735 | \$ 735 | \$ 735 | \$ 735 | \$ - |
| Total Property Tax Revenue | \$ 1,077 | \$ 735 | \$ 735 | \$ 735 | \$ 735 | \$ - |

| WEST BOYD METROPOLITAN DISTRICT NO. 3 | | | | | | |
|--|------------------|------------------|------------------|------------------|------------------|------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | |
| GENERAL FUND | | | | | | |
| | (a) | (b) | (c) | (d) | (e) | (d-e) |
| | 2022 | 2023 | 2023 | Actual | Budget | Variance |
| | Unaudited | Adopted | Projected | Through | Through | Through |
| | Actual | Budget | Actual | 6/30/2023 | 6/30/2023 | 6/30/2023 |
| Revenues | | | | | | |
| Property taxes | \$ 168 | \$ 312 | \$ 312 | \$ 312 | \$ 312 | \$ - |
| Specific Ownership Taxes | 12 | 19 | 19 | 11 | 10 | 2 |
| Other Income | - | 100 | - | - | - | - |
| Total Revenues | \$ 181 | \$ 431 | \$ 331 | \$ 323 | \$ 322 | \$ 2 |
| Expenditures | | | | | | |
| Service Fees to District No. 1 | \$ 177 | \$ 325 | \$ 325 | \$ 317 | \$ 319 | \$ (1) |
| Treasurer Fees | 3 | 6 | 6 | 6 | 3 | 3 |
| Contingency | - | 100 | - | - | - | - |
| Total Expenditures | \$ 181 | \$ 431 | \$ 331 | \$ 323 | \$ 322 | \$ 2 |
| Revenues Over/(Under) Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Beginning Fund Balance | - | - | - | - | - | - |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Mill Levy | | | | | | |
| Operating | 50.000 | 25.000 | 25.000 | 25.000 | 25.000 | 0.000 |
| Total Mill Levy | 50.000 | 25.000 | 25.000 | 25.000 | 25.000 | 0.000 |
| Assessed Value | \$6,733 | \$ 12,495 | \$ 12,495 | \$ 12,495 | \$ 12,495 | \$ - |
| Property Tax Revenue | | | | | | |
| Operating | \$ 337 | \$ 312 | \$ 312 | \$ 312 | \$ 312 | \$ - |
| Total Property Tax Revenue | \$ 337 | \$ 312 | \$ 312 | \$ 312 | \$ 312 | \$ - |

**WEST BOYD METROPOLITAN DISTRICT NOS. 1-3
2024 ANNUAL ADMINISTRATIVE MATTERS RESOLUTION**

WHEREAS, the Boards of Directors (individually a “Board” and collectively, the “Boards”) of West Boyd Metropolitan District Nos. 1-3 (individually, a “District” and collectively, the “Districts”) are required to perform certain administrative obligations during each calendar year to comply with certain statutory requirements, as further described below, and to assure the efficient operations of the Districts; and

WHEREAS, the Boards desire to set forth such obligations herein and to designate, where applicable, the appropriate person or person(s) to perform such obligations on behalf of the Districts; and

WHEREAS, the Boards further desire to acknowledge and ratify herein certain actions and outstanding obligations of the Districts.

NOW, THEREFORE, THE BOARDS OF DIRECTORS OF WEST BOYD METROPOLITAN DISTRICT NOS. 1-3 HEREBY RESOLVE AS FOLLOWS:

1. Each Board directs the District Manager to prepare and file either an accurate map, as specified by the Colorado Division of Local Government (the “Division”), or a notice that the District’s boundaries have not changed since the filing of the last District map, with the Division, the Larimer County (the “County”) Clerk and Recorder and County Assessor on or before January 1, 2024, as required by Section 32-1-306, C.R.S.

2. Pursuant to Section 24-32-116(3)(b), C.R.S, each Board directs legal counsel to update the Division with any of the following information previously provided to the Division, in the event such information changes: (i) the official name of the District; (ii) the principal address and mailing address of the District; (iii) the name of the District’s agent; and (iv) the mailing address of the District’s agent.

3. Each Board directs legal counsel to prepare, no more than sixty (60) days prior to and not later than January 15, 2024, the District’s annual transparency notice containing the information set forth in Section 32-1-809(1), C.R.S., and to provide such notice to the eligible electors of the District in one of the manners set forth in Section 32-1-809(2), C.R.S. In addition, legal counsel is directed to file a copy of the notice with the County Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder’s Office, the City Council of the City of Loveland (“City”), and the Division as set forth in Section 32-1-104(2), C.R.S. A copy of the notice shall be made available for public inspection at the principal business office of the Districts.

4. Each Board directs the District’s accountant to submit a proposed 2025 budget for the District to the Board by October 15, 2024, to schedule a public hearing on the proposed budget, prepare a final budget, and budget resolution, including certification of mill levies and amendments to the budget if necessary; to certify the mill levy to the County on or before December 15, 2024; and to file the approved budget and amendments thereto with the proper

governmental entities in accordance with the Local Government Budget Law of Colorado, Sections 29-1-101 to 29-1-115, C.R.S.

5. If additional real property is included into the boundaries of any District in the future, each District authorizes legal counsel to record the special district public disclosure document and a map of the new boundaries of the District concurrently with the recording of the order for inclusion in the County Clerk and Recorder's office in accordance with Section 32-1-104.8(2), C.R.S.

6. Each Board directs legal counsel to notify the City of any alteration or revision of the proposed schedule of debt issuance set forth in the financial plan attached to the Districts' Service Plan, as required by Section 32-1-202(2)(b), C.R.S.

7. For any nonrated public securities issued by each District, each Board directs the District accountant to prepare and file with the Division on or before March 1, 2024, an annual information report with respect to any of the District's nonrated public securities which are outstanding as of the end of the District's fiscal year in accordance with Section 11-58-105, C.R.S.

8. For any nonrated public securities issued by the Districts, the Boards direct the Districts' accountant to prepare and file with the Division on or before March 1, 2024, an annual information report with respect to any of the Districts' nonrated public securities which are outstanding as of the end of the Districts' fiscal year in accordance with Section 11-58-105, C.R.S.

9. Each Board hereby authorizes the District's accountant to prepare and file an Audit Exemption and Resolution for approval of Audit Exemption with the Colorado State Auditor by March 31, 2024, as required by Section 29-1-604, C.R.S.; or, if required by Section 29-1-603, C.R.S., each Board authorizes that an audit of the financial statements be prepared and submitted to the Board before June 30, 2024 and filed with the State Auditor by July 31, 2024. In addition, if each District has authorized but unissued general obligation debt as of the end of the fiscal year, the Districts' accountant shall cause to be submitted to the City that adopted a resolution of approval of the District, the District's audit report or a copy of its application for exemption from audit in accordance with Section 29-1-606(7), C.R.S.

10. If the Districts hold property presumed abandoned and subject to custody as unclaimed property pursuant to the Unclaimed Property Act (§§38-13-101 *et seq.*, C.R.S.), the Boards direct legal counsel to prepare an unclaimed property report that covers the twelve months preceding July 1, 2024 and submit the report to the Colorado State Treasurer by November 1, 2024, in accordance with Section 38-13-401 *et seq.*, C.R.S.

11. The Boards direct the Districts' accountant to oversee the preparation of any continuing annual disclosure report required to be filed pursuant to a continuing disclosure agreement, in accordance with the Securities Exchange Commission Rule 15c2-12 and pursuant to any authorizing resolution, indenture, pledge agreement, loan document, and/or any other document related to the issuance of any general or special obligation bonds, revenue bonds, loans

from financial institutions or other multiple fiscal year obligations by the Districts and any refundings thereof.

12. The Boards direct the Districts' accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the Districts within sixty (60) days of the close of the fiscal year, as required by Sections 11-58-101 *et seq.*, C.R.S.

13. Each Board designates the Secretary of the District as the official custodian of "public records," as such term is used in Section 24-72-202(2), C.R.S. Public records may also be maintained at the office of Icenogle Seaver Pogue, P.C., 4725 S. Monaco Street, Suite 360, Denver, CO 80237 and Pinnacle Consulting Group, Inc, 550 W Eisenhower Blvd., Loveland CO, 80537.

14. Each Board directs legal counsel to advise it on the requirements of the Fair Campaign Practices Act Section 1-45-101 *et seq.*, C.R.S., when applicable.

15. Each Board directs that all legal notices shall be published in accordance with Section 32-1-103(15), C.R.S., in a paper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District including, but not limited to, *The Loveland Reporter Herald*.

16. The Board for District No. 1 hereby determines that each director shall receive compensation for the directors' services in the amount of \$100 per meeting not to exceed a total of \$2,400 per annum in accordance with Section 32-1-902(3)(a)(II), C.R.S. Each Board for District Nos. 2 and 3 determines that its directors shall not receive compensation for services as directors pursuant to Section 32-1-902(3)(a), C.R.S.

17. Each Board hereby determines that each member of the Board shall execute an Affidavit of Qualification of Director at such time the member is either elected or appointed to the Board. Such forms shall be retained in each District's files. Section 32-1-103(5), C.R.S. sets forth the qualifications required. Pursuant to Section 32-1-901, C.R.S. and Section 24-12-101, C.R.S., each Board directs legal counsel to prepare, administer and file an oath of office and a certificate of appointment, if applicable, and procure a surety bond for each Director, and to file copies of each with the County Clerk and Recorder, Clerk of the Court and with the Division.

18. The Boards extend the current indemnification resolutions, adopted via resolution by the Board for each District on December 19, 2019, to allow the resolutions to continue in effect as written.

19. Pursuant to Section 32-1-1101.5, C.R.S., each Board directs legal counsel to certify the results of special district ballot issue elections to incur general obligation indebtedness by certified mail to the City and to file a copy of the certification with the Colorado Division of Securities within forty-five (45) days after the election. Furthermore, whenever each District authorizes or incurs a general obligation debt, each Board authorizes legal counsel to record notice of such action and a description of such debt, in a form prescribed by the Division, in the

County Clerk and Recorder's office within thirty (30) days after authorizing or incurring the debt in accordance with Section 32-1-1604, C.R.S. Furthermore, whenever each District incurs general obligation debt, each Board directs legal counsel to submit a copy of the recorded notice to the City within thirty (30) days after incurring the debt in accordance with Section 32-1-1101.5(1), C.R.S.

20. Each Board directs legal counsel to prepare and file an application for a quinquennial finding of reasonable diligence with the City, if requested, in accordance with Section 32-1-1101.5(1.5) & (2), C.R.S.

21. Each Board directs legal counsel to prepare and file the special district annual report in accordance with the Districts' Service Plan and Section 32-1-207(3)(c), C.R.S.

22. Each Board has determined that legal counsel will file conflicts of interest disclosures provided by board members with the Colorado Secretary of State seventy-two (72) hours prior to each meeting of the Boards, in accordance with Sections 32-1-902(3)(b) and 18-8-308, C.R.S. Annually, legal counsel shall request that each Board member submit updated information regarding actual or potential conflicts of interest. Additionally, at the beginning of every term, legal counsel shall request that each Board member submit information regarding actual or potential conflicts of interest.

23. The Districts are currently members of the Special District Association ("SDA") and insured through the Colorado Special Districts Property and Liability Pool. Each Board directs the District Manager to pay the annual SDA membership dues and insurance premiums in a timely manner. The Boards and District staff will biannually review all insurance policies and coverage in effect to determine appropriate insurance coverage is maintained.

24. The members of the Boards have reviewed the minutes from the Districts' meeting held on November 16, 2022 meeting of the Boards, which minutes are attached hereto as **Exhibit A**. The Boards, being fully advised of the premises, hereby ratify and affirm each and every action of the Boards taken at said meetings.

25. Pursuant to Section 24-6-402(2)(d.5)(II)(E), C.R.S., each Board hereby declares that all electronic recordings of executive sessions shall be retained for purposes of the Colorado Open Meetings Law for ninety (90) days after the date of the executive session. Each Board further directs the custodian of the electronic recordings of the executive session to systematically delete all such recordings made for purposes of the Colorado Open Meetings Law at its earliest convenience after the ninetieth (90th) day after the date of the executive session.

26. Pursuant to Section 32-1-104.5(3)(a), C.R.S., each Board hereby designates the Districts' official website as www.westboydmd.live. Each Board directs District management to maintain and update the official website of the Districts in compliance with Section 32-1-104.5(3)(a), C.R.S.

27. The Districts hereby acknowledge, agree and declare that the Districts' policy for the deposit of public funds shall be made in accordance with the Public Deposit Protection Act

(Sections 11-10.5-101 *et seq.*, C.R.S.). As provided therein, the Districts' official custodians may deposit public funds in any bank which has been designated by the Colorado Banking Board as an eligible public depository. For purposes of this paragraph, "official custodian" means a designee with plenary authority including control over public funds of a public unit which the official custodian is appointed to serve. Each District hereby designates the District's accountant as its official custodian over public deposits.

28. The Boards hereby authorize the Districts' Manager to execute, on behalf of the Districts, any and all easement agreements pursuant to which the Districts are accepting or acquiring easements in favor of the Districts.

29. Unless otherwise authorized by the Boards and except for contracts that are publicly bid, the Boards' President or Districts' Project Manager are authorized, but not obligated, to take any contract actions within the Districts' approved budget including, but not limited to, approving task orders, work orders, and change orders. All actions taken by the Boards' President and/or the Project Manager shall be ratified by the Boards at the next meeting of the Boards.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 19TH DAY OF NOVEMBER, 2023.

WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

By: _____
Timothy DePeder, President

*Signature Page to West Boyd Metropolitan District Nos. 1-3
2024 Annual Administrative Matters Resolution*

EXHIBIT A

**Minutes from Meeting held
November 16, 2022**

**RESOLUTION OF
THE BOARDS OF DIRECTORS OF
WEST BOYD METROPOLITAN DISTRICT NOS. 1-3
2024 MEETING RESOLUTION**

WHEREAS, West Boyd Metropolitan District Nos. 1-3 (the “Districts”) were organized pursuant to Section 32-1-101 *et seq.*, C.R.S. of the “Special District Act;” and

WHEREAS, on November 16, 2022, the Districts adopted a 2023 Meeting Resolution designating the time and place of regular meetings, posting locations for meeting notices, and requirements for emergency meetings (the “Prior Meeting Resolution”); and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., the Boards of Directors (the “Boards”) of the Districts shall meet regularly at a “Location” to be designated by the Boards; and

WHEREAS, pursuant to Section 32-1-903(5)(a), C.R.S., the term “Location” means the physical, telephonic, electronic, other virtual place, or combination of such means where a meeting can be attended; and

WHEREAS, Section 32-1-903(1.5), C.R.S., requires that all meetings of the Boards that are held solely at physical locations must be held at physical locations that are within the boundaries of the Districts or which is within the boundaries of any county in which the Districts are located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the Districts’ boundaries; and

WHEREAS, the provisions of Section 32-1-903(1.5), C.R.S. may be waived only if the following criteria are met: (a) the proposed change of the physical location of the Boards appears on the agenda of a meeting of the Boards, and (b) a resolution is adopted by the Boards stating the reason for which meeting of the Boards is to be held in a physical location under than the provisions of Section 32-1-903(1.5), C.R.S., and further stating the date, time, and physical location of such meeting; and

WHEREAS, pursuant to Section 32-1-903(2)(a), C.R.S., special meetings may be held as often as the needs of the Districts require, upon notice to each director, and may include study sessions at which a quorum of the Boards are in attendance, and at which information is presented but no official action can be taken by the Boards; and

WHEREAS, Sections 32-1-903(2) and 24-6-402(2)(c), C.R.S. govern meeting notices provided by special districts for all public meetings as set forth below; and

WHEREAS, pursuant to Section 32-1-903(2), C.R.S. notice of the time and location designated for all regular and special meetings of the Boards shall be provided in accordance with Section 24-6-402, C.R.S.; and

WHEREAS, Section 24-6-402(2)(c)(I), C.R.S. requires the Districts to annually designate one public place within the boundaries of the District where notice of the Boards’ meetings shall

be posted no less than twenty-four (24) hours prior to the Boards' meetings, and where possible, the posting shall include specific agenda information; and

WHEREAS, pursuant to Section 24-6-402(2)(c)(III), C.R.S., the Districts shall be deemed to have given full and timely notice of a public meeting if the Districts posts the notice, with specific agenda information if available, no less than twenty-four (24) hours prior to the meeting on the public website of the Districts; and

WHEREAS, if the Districts post notice on the Districts' public website pursuant to Section 24-6-402(2)(c)(III), C.R.S., the District must also designate a public place within its boundaries at which the Districts may post a notice no less than twenty-four (24) hours prior to a meeting if the Districts are unable to post notice online in exigent or emergency circumstances; and

WHEREAS, the meeting notice of all meetings of the Boards that are held telephonically, electronically, or by other means not including physical presence must include the method or procedure, including the conference number or link, by which members of the public can attend the meeting in accordance with Section 32-1-903(2)(a), C.R.S.; and

WHEREAS, Section 32-1-903(6)(a), C.R.S. requires that the Boards hold an annual meeting at a time and location to be designated by the Boards and such location may be in person, virtual, or in person and virtual; provided that if the annual meeting is held solely in person, then it must be held at a physical location within the boundaries of the Districts, within the boundaries of any county in which the Districts is/are located, in whole or in part, or within any other county so long as the physical location does not exceed five (5) miles from the Districts' boundaries; and

WHEREAS, the Boards desire to designate the time and place of all regular meetings, and to set forth specific requirements for the Boards to call emergency meetings when such meetings are deemed necessary for the immediate protection of the public health, safety, and welfare of the property owners and residents of the Districts for the ensuing year of 2024, pursuant to this 2024 Meeting Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARDS OF DIRECTORS OF WEST BOYD METROPOLITAN DISTRICT NOS. 1-3 THAT:

1. The Boards hereby determine to hold a regular meetings on the third Thursday of October at 3:00 P.M. The location of all regular, special meetings and annual meetings will be held electronically via Microsoft Teams or other reliable virtual platform. The meeting notices of all meetings of the Boards will include the method or procedure, including the conference number or link, by which members of the public can attend the meeting.

2. The Boards hereby determines to hold their annual meeting as required by Section 32-1-903(6), C.R.S. either immediately before or after the meeting at which the Districts adopt their 2025 budget.

3. The Boards hereby designate the Districts' public website, www.westboydmd.live, as the twenty-four (24) hour posting location for all meeting notices. The Boards designate the posting locations shown in **Exhibit A** as the posting location for meeting notices if the Districts are unable to post a notice online in exigent or emergency circumstances.

4. The designation set forth in Paragraph 3 is hereby deemed to be the Boards' annual designation of the location where notices of meetings shall be posted twenty-four hours in advance of said meetings and shall be effective until such time that each Board determines to designate a new posting location.

5. Emergency meetings may be called by the Districts without notice, if notice is not practicable, by the President or any two (2) members of each Board in the event of an emergency that requires the immediate action of the Boards in order to protect the public health, safety, and welfare of the property owners and residents of the Districts. If possible, notice of such emergency meeting may be given to the members of each Board by telephone or whatever other means are reasonable to meet the circumstances of the emergency, and shall be provided to the public via any practicable means available, *if any*, including, but not limited to, posting notice of such emergency meeting on the Districts' website. At such emergency meeting, any action within the power of each Board that is necessary for the immediate protection of the public health, safety and welfare may be taken; provided however, that any action taken at an emergency meeting shall be ratified at the first to occur: (a) the next regular meeting of the Districts' Boards, or (b) the next special meeting of the Districts' Boards.

6. This Resolution shall repeal, supersede, and replace the Prior Meeting Resolution and any and all previous resolutions or provisions of previous resolutions adopted by the Boards concerning meeting location, time, and posting of notices.

7. This Resolution shall take effect on January 1, 2024.

ADOPTED AND APPROVED THIS 19TH DAY of OCTOBER, 2023.

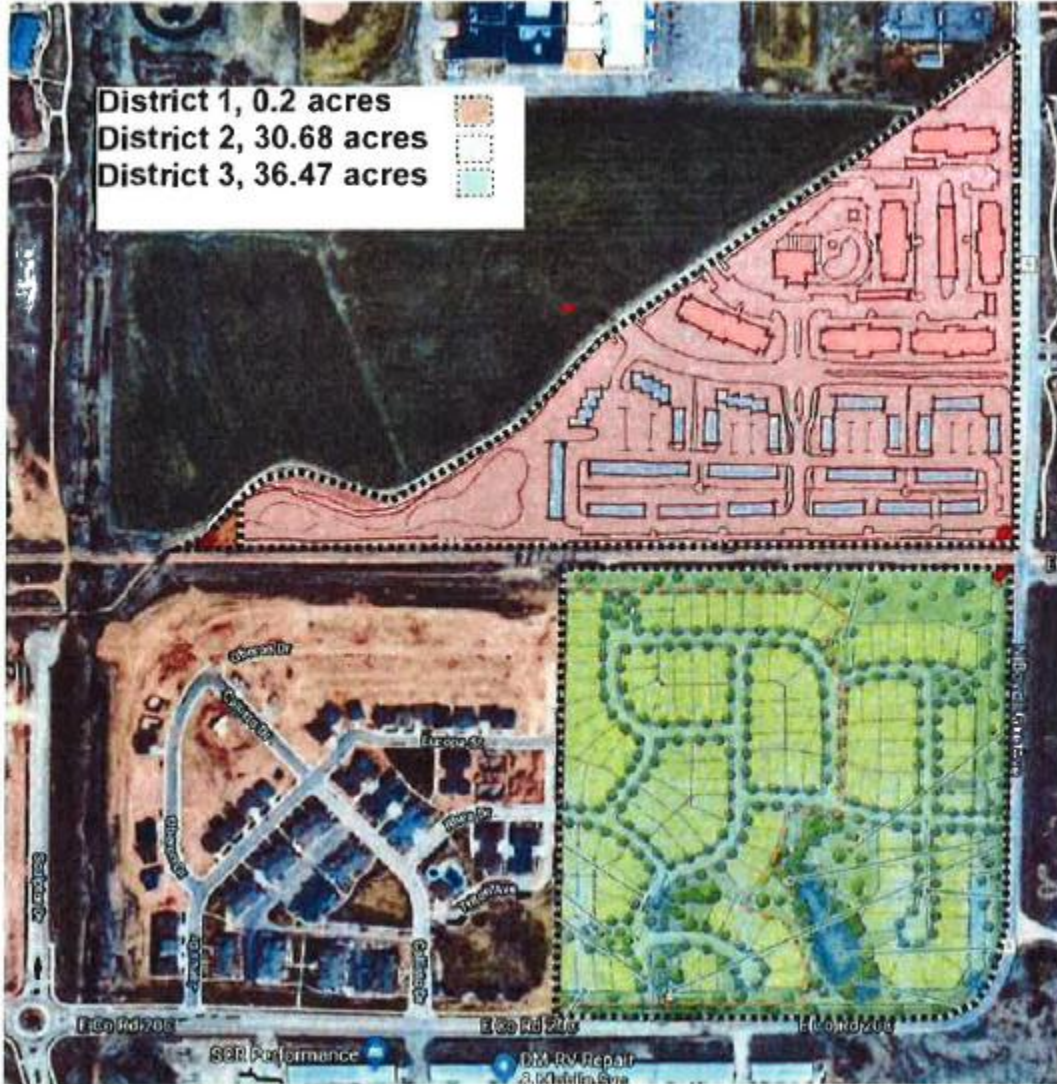
WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

By: _____
Tim DePeder, President

Signature Page to 2024 Meeting Resolution

EXHIBIT A POSTING LOCATIONS

● - Posting Location in Each District



**RESOLUTION OF THE BOARDS OF DIRECTORS OF
WEST BOYD METROPOLITAN DISTRICT NOS. 1-3**

A RESOLUTION ADOPTING AND APPROVING A FIRST AMENDMENT TO THE PUBLIC RECORDS POLICY REGARDING THE INSPECTION, RETENTION AND DISPOSAL OF PUBLIC RECORDS

WHEREAS, the Colorado Open Records Act (“Open Records Act”), as set forth in Section 24-72-200.1, *et seq.*, C.R.S., as amended, requires all public records of political subdivisions of the State to be open for inspection by any person at reasonable times except as otherwise provided in the Open Records Act; and

WHEREAS, on December 19, 2019, via resolution, the Boards of Directors for West Boyd Metropolitan District Nos. 1-3 (the “Districts”) adopted a Public Records Policy Regarding the Inspection, Retention and Disposal of Public Records in compliance with the Open Records Act (the “Public Records Policy”); and

WHEREAS, the Boards of Directors of the Districts (the “Boards”) desire to amend the Public Records Policy to clarify when a public records request is deemed received by the Districts in accordance with the Open Records Act.

NOW THEREFORE, THE BOARDS OF DIRECTORS OF WEST BOYD METROPOLITAN DISTRICT NOS. 1-3 HEREBY ADOPT THE FOLLOWING FIRST AMENDMENT TO THE PUBLIC RECORDS POLICY:

1. Amendment to Public Records Policy. The Public Records Policy is hereby amended to add the following language:

Upon the receipt of a written request to inspect public records, the custodian or his or her designee shall set a date and hour at which time the requested public records will be available for inspection, which date and hour of inspection shall be between the hours of 8:00 A.M. and 5:00 P.M., Mountain Standard Time. The custodian will provide public records within three (3) working days or less from the date such public records were requested for inspection unless extenuating circumstances exist as provided in Section 24-72-203(3)(b), C.R.S. The day the public records request is received, weekends, and legally recognized holidays shall not count as a working day for the purposes of computing the date set for inspection of public records.

2. Future Amendments to Public Records Policy. The Boards of the Districts may further amend the Public Records Policy from time to time as the Boards deem necessary.

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

(Signature Page Follows)

APPROVED AND ADOPTED THIS 19TH DAY OF OCTOBER, 2023.

WEST BOYD METROPOLITAN DISTRICT NOS. 1-3

By: _____
Timothy DePeder, President

Signature Page to First Amendment to Public Records Policy

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS

| |
|---------------------------------------|
| West Boyd Metropolitan District No. 1 |
| c/o Pinnacle Consulting Group, Inc. |
| 550 W Eisenhower Blvd |
| Loveland, CO 80537 |
| Irene Buenavista |
| (970) 669-3611 |
| ireneb@pcgi.com |

For the Year Ended
12/31/22
or fiscal year ended:

CONTACT PERSON PHONE EMAIL

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED

| |
|---|
| Irene Buenavista |
| District Accountant |
| Pinnacle Consulting Group, Inc |
| 550 W Eisenhower Blvd, Loveland, CO 80537 |
| (970) 669-3611 |
| 2/21/2023 |

PREPARER (SIGNATURE REQUIRED)



Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

| GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small> | PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small> |
|--|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | |
|-------|--|-------------------------|---|
| 2-1 | Taxes: Property (report mills levied in Question 10-6) | \$ - | Please use this space to provide any necessary explanations |
| 2-2 | Specific ownership | \$ - | |
| 2-3 | Sales and use | \$ - | |
| 2-4 | Other (specify): | \$ - | |
| 2-5 | Licenses and permits | \$ - | |
| 2-6 | Intergovernmental: Grants | \$ - | |
| 2-7 | Conservation Trust Funds (Lottery) | \$ - | |
| 2-8 | Highway Users Tax Funds (HUTF) | \$ - | |
| 2-9 | Other (specify): | \$ - | |
| 2-10 | Charges for services | \$ 997 | |
| 2-11 | Fines and forfeits | \$ - | |
| 2-12 | Special assessments | \$ - | |
| 2-13 | Investment income | \$ - | |
| 2-14 | Charges for utility services | \$ - | |
| 2-15 | Debt proceeds (should agree with line 4-4, column 2) | \$ - | |
| 2-16 | Lease proceeds | \$ - | |
| 2-17 | Developer Advances received (should agree with line 4-4) | \$ 47,934 | |
| 2-18 | Proceeds from sale of capital assets | \$ - | |
| 2-19 | Fire and police pension | \$ - | |
| 2-20 | Donations | \$ - | |
| 2-21 | Other (specify): | \$ - | |
| 2-22 | | \$ - | |
| 2-23 | | \$ - | |
| 2-24 | (add lines 2-1 through 2-23) TOTAL REVENUE | \$ 48,931 | |

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | |
|-------|---|-------------------------|---|
| 3-1 | Administrative | \$ 20,871 | Please use this space to provide any necessary explanations |
| 3-2 | Salaries | \$ - | |
| 3-3 | Payroll taxes | \$ - | |
| 3-4 | Contract services | \$ - | |
| 3-5 | Employee benefits | \$ - | |
| 3-6 | Insurance | \$ 7,399 | |
| 3-7 | Accounting and legal fees | \$ 18,880 | |
| 3-8 | Repair and maintenance | \$ - | |
| 3-9 | Supplies | \$ - | |
| 3-10 | Utilities and telephone | \$ - | |
| 3-11 | Fire/Police | \$ - | |
| 3-12 | Streets and highways | \$ - | |
| 3-13 | Public health | \$ - | |
| 3-14 | Capital outlay | \$ - | |
| 3-15 | Utility operations | \$ - | |
| 3-16 | Culture and recreation | \$ - | |
| 3-17 | Debt service principal (should agree with Part 4) | \$ - | |
| 3-18 | Debt service interest | \$ - | |
| 3-19 | Repayment of Developer Advance Principal (should agree with line 4-4) | \$ - | |
| 3-20 | Repayment of Developer Advance Interest | \$ - | |
| 3-21 | Contribution to pension plan (should agree to line 7-2) | \$ - | |
| 3-22 | Contribution to Fire & Police Pension Assoc. (should agree to line 7-2) | \$ - | |
| 3-23 | Other (specify): | | |
| 3-24 | | \$ - | |
| 3-25 | | \$ - | |
| 3-26 | (add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES | \$ 47,150 | |

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

| | Yes | No | | |
|--|-------------------------------------|-------------------------------------|-------------|-------------------|
| 4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule. | <input checked="" type="checkbox"/> | <input type="checkbox"/> | | |
| 4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; padding: 2px; margin-top: 5px;">Outstanding notes will be paid as funds are available for repayment.</div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | | |
| 4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; margin-top: 5px;"></div> | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers) | | | | |
| | Outstanding at end of prior year* | Issued during year | | |
| | Retired during year | Outstanding at year-end | | |
| General obligation bonds | \$ - | \$ - | \$ - | \$ - |
| Revenue bonds | \$ - | \$ - | \$ - | \$ - |
| Notes/Loans | \$ - | \$ - | \$ - | \$ - |
| Lease Liabilities | \$ - | \$ - | \$ - | \$ - |
| Developer Advances | \$ 173,448 | \$ 47,934 | \$ - | \$ 221,382 |
| Other (specify): | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ 173,448 | \$ 47,934 | \$ - | \$ 221,382 |

*must tie to prior year ending balance

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 18,000,000.00 Date the debt was authorized: 11/5/2019 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

| | Amount | Total |
|---|----------|-----------------|
| 5-1 YEAR-END Total of ALL Checking and Savings Accounts | \$ 4,119 | |
| 5-2 Certificates of deposit | \$ - | |
| Total Cash Deposits | | \$ 4,119 |
| Investments (if investment is a mutual fund, please list underlying investments): | | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| Total Investments | | \$ - |
| Total Cash and Investments | | \$ 4,119 |

Please answer the following questions by marking in the appropriate boxes

| | Yes | No | N/A |
|---|-------------------------------------|--------------------------|-------------------------------------|
| 5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|--|--------------------------|-------------------------------------|
| 6-1 | Does the entity have capital assets? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6-2 | Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | | Balance - beginning of the year* | Additions (Must be included in Part 3) | Deletions | Year-End Balance |
|-----|--|----------------------------------|--|-----------|------------------|
| 6-3 | Complete the following capital & right-to-use assets table: | | | | |
| | Land | \$ - | \$ - | \$ - | \$ - |
| | Buildings | \$ - | \$ - | \$ - | \$ - |
| | Machinery and equipment | \$ - | \$ - | \$ - | \$ - |
| | Furniture and fixtures | \$ - | \$ - | \$ - | \$ - |
| | Infrastructure | \$ - | \$ - | \$ - | \$ - |
| | Construction In Progress (CIP) | \$ - | \$ - | \$ - | \$ - |
| | Leased Right-to-Use Assets | \$ - | \$ - | \$ - | \$ - |
| | Other (explain): | \$ - | \$ - | \$ - | \$ - |
| | Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance) | \$ - | \$ - | \$ - | \$ - |
| | TOTAL | \$ - | \$ - | \$ - | \$ - |

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|--|--------------------------|-------------------------------------|
| 7-1 | Does the entity have an "old hire" firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7-2 | Does the entity have a volunteer firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If yes: Who administers the plan?

Indicate the contributions from:

| | |
|---|------|
| Tax (property, SO, sales, etc.): | \$ - |
| State contribution amount: | \$ - |
| Other (gifts, donations, etc.): | \$ - |
| TOTAL | \$ - |
| What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? | \$ - |

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No | N/A |
|-----|--|-------------------------------------|--------------------------|--------------------------|
| 8-1 | Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input style="width: 500px;" type="text"/> | | | |
| 8-2 | Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | <input style="width: 500px;" type="text"/> | | | |

If yes: Please indicate the amount budgeted for each fund for the year reported:

| Governmental/Proprietary Fund Name | Total Appropriations By Fund |
|------------------------------------|------------------------------|
| General Fund | \$ 81,240 |
| Capital Projects Fund | \$ 30,000 |
| | |
| | |

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

10-1 Is this application for a newly formed governmental entity?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

10-4 Does the entity have an agreement with another government to provide services?

If yes: List the name of the other governmental entity and the services provided:

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

| | |
|-----------------------|---|
| Bond Redemption mills | - |
| General/Other mills | - |
| Total mills | - |

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

| Please answer the following question by marking in the appropriate box | | YES | NO |
|--|--|-------------------------------------|--------------------------|
| 12-1 | If you plan to submit this form electronically, have you read the new Electronic Signature Policy? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

| Print the names of ALL members of current governing body below. Print Board Member's Name | | A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below. |
|--|----------------|---|
| Board Member 1 | Tim DePeder | I <u>Tim DePeder</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/20/2023</u> <u>08:58:06 MDT</u> Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 2 | Risha Loona | I <u>Rishi Loona</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 3 | Josh Kane | I <u>Josh Kane</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>16:35:49 MDT</u> Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 4 | Kim Perry | I <u>Kim Perry</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>14:30:48 MDT</u> Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 5 | Abby Kirkbride | I <u>Abby Kirkbride</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 6 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |
| Board Member 7 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

NAME OF GOVERNMENT ADDRESS

| |
|---------------------------------------|
| West Boyd Metropolitan District No. 2 |
| c/o Pinnacle Consulting Group, Inc. |
| 550 W Eisenhower Blvd |
| Loveland, CO 80537 |
| Irene Buenavista |
| (970) 669-3611 |
| ireneb@pcgi.com |

For the Year Ended
12/31/22
or fiscal year ended:

CONTACT PERSON PHONE EMAIL


PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED

| |
|---|
| Irene Buenavista |
| District Accountant |
| Pinnacle Consulting Group, Inc |
| 550 W Eisenhower Blvd, Loveland, CO 80537 |
| (970) 669-3611 |
| 2/21/2023 |

PREPARER (SIGNATURE REQUIRED)

| | | |
|--|--|--|
|  | | |
| Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types | GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small> | PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small> |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | Please use this space to provide any necessary explanations |
|-------|--|-------------------------|---|
| 2-1 | Taxes: Property (report mills levied in Question 10-6) | \$ 780 | |
| 2-2 | Specific ownership | \$ 56 | |
| 2-3 | Sales and use | \$ - | |
| 2-4 | Other (specify): | \$ - | |
| 2-5 | Licenses and permits | \$ - | |
| 2-6 | Intergovernmental: Grants | \$ - | |
| 2-7 | Conservation Trust Funds (Lottery) | \$ - | |
| 2-8 | Highway Users Tax Funds (HUTF) | \$ - | |
| 2-9 | Other (specify): | \$ - | |
| 2-10 | Charges for services | \$ - | |
| 2-11 | Fines and forfeits | \$ - | |
| 2-12 | Special assessments | \$ - | |
| 2-13 | Investment income | \$ - | |
| 2-14 | Charges for utility services | \$ - | |
| 2-15 | Debt proceeds (should agree with line 4-4, column 2) | \$ - | |
| 2-16 | Lease proceeds | \$ - | |
| 2-17 | Developer Advances received (should agree with line 4-4) | \$ - | |
| 2-18 | Proceeds from sale of capital assets | \$ - | |
| 2-19 | Fire and police pension | \$ - | |
| 2-20 | Donations | \$ - | |
| 2-21 | Other (specify): | \$ - | |
| 2-22 | | \$ - | |
| 2-23 | | \$ - | |
| 2-24 | (add lines 2-1 through 2-23) TOTAL REVENUE | \$ 836 | |

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | Please use this space to provide any necessary explanations |
|-------|---|-------------------------|---|
| 3-1 | Administrative | \$ 16 | |
| 3-2 | Salaries | \$ - | |
| 3-3 | Payroll taxes | \$ - | |
| 3-4 | Contract services | \$ 820 | |
| 3-5 | Employee benefits | \$ - | |
| 3-6 | Insurance | \$ - | |
| 3-7 | Accounting and legal fees | \$ - | |
| 3-8 | Repair and maintenance | \$ - | |
| 3-9 | Supplies | \$ - | |
| 3-10 | Utilities and telephone | \$ - | |
| 3-11 | Fire/Police | \$ - | |
| 3-12 | Streets and highways | \$ - | |
| 3-13 | Public health | \$ - | |
| 3-14 | Capital outlay | \$ - | |
| 3-15 | Utility operations | \$ - | |
| 3-16 | Culture and recreation | \$ - | |
| 3-17 | Debt service principal (should agree with Part 4) | \$ - | |
| 3-18 | Debt service interest | \$ - | |
| 3-19 | Repayment of Developer Advance Principal (should agree with line 4-4) | \$ - | |
| 3-20 | Repayment of Developer Advance Interest | \$ - | |
| 3-21 | Contribution to pension plan (should agree to line 7-2) | \$ - | |
| 3-22 | Contribution to Fire & Police Pension Assoc. (should agree to line 7-2) | \$ - | |
| 3-23 | Other (specify): | \$ - | |
| 3-24 | | \$ - | |
| 3-25 | | \$ - | |
| 3-26 | (add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES | \$ 836 | |

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

| | Yes | No |
|--|-----------------------------------|-------------------------------------|
| 4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers) | Outstanding at end of prior year* | Issued during year |
| General obligation bonds | \$ - | \$ - |
| Revenue bonds | \$ - | \$ - |
| Notes/Loans | \$ - | \$ - |
| Lease Liabilities | \$ - | \$ - |
| Developer Advances | \$ - | \$ - |
| Other (specify): | \$ - | \$ - |
| TOTAL | \$ - | \$ - |

*must tie to prior year ending balance

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 18,000,000.00 Date the debt was authorized: 11/5/2019 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

| | Amount | Total |
|---|--------|-------------|
| 5-1 YEAR-END Total of ALL Checking and Savings Accounts | \$ - | |
| 5-2 Certificates of deposit | \$ - | |
| Total Cash Deposits | | \$ - |
| Investments (if investment is a mutual fund, please list underlying investments): | | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| Total Investments | | \$ - |
| Total Cash and Investments | | \$ - |

Please answer the following questions by marking in the appropriate boxes

| | Yes | No | N/A |
|---|--------------------------|--------------------------|-------------------------------------|
| 5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|---|--------------------------|-------------------------------------|
| 6-1 | Does the entity have capital assets? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6-2 | Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | Balance - beginning of the year* | Additions (Must be included in Part 3) | Deletions | Year-End Balance |
|--|----------------------------------|--|-------------|------------------|
| 6-3 Complete the following capital & right-to-use assets table: | | | | |
| Land | \$ - | \$ - | \$ - | \$ - |
| Buildings | \$ - | \$ - | \$ - | \$ - |
| Machinery and equipment | \$ - | \$ - | \$ - | \$ - |
| Furniture and fixtures | \$ - | \$ - | \$ - | \$ - |
| Infrastructure | \$ - | \$ - | \$ - | \$ - |
| Construction In Progress (CIP) | \$ - | \$ - | \$ - | \$ - |
| Leased Right-to-Use Assets | \$ - | \$ - | \$ - | \$ - |
| Other (explain): | \$ - | \$ - | \$ - | \$ - |
| Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance) | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ - | \$ - | \$ - | \$ - |

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|--|--------------------------|-------------------------------------|
| 7-1 | Does the entity have an "old hire" firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7-2 | Does the entity have a volunteer firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If yes: Who administers the plan?

Indicate the contributions from:

| | |
|---|-------------|
| Tax (property, SO, sales, etc.): | \$ - |
| State contribution amount: | \$ - |
| Other (gifts, donations, etc.): | \$ - |
| TOTAL | \$ - |
| What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? | \$ - |

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No | N/A |
|-----|--|-------------------------------------|--------------------------|--------------------------|
| 8-1 | Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |
| 8-2 | Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |

If yes: Please indicate the amount budgeted for each fund for the year reported:

| Governmental/Proprietary Fund Name | Total Appropriations By Fund |
|------------------------------------|------------------------------|
| General Fund | \$ 926 |
| | |
| | |

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

10-1 Is this application for a newly formed governmental entity?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

10-4 Does the entity have an agreement with another government to provide services?

If yes: List the name of the other governmental entity and the services provided:

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

| | |
|-----------------------|---------------|
| Bond Redemption mills | - |
| General/Other mills | 25.000 |
| Total mills | 25.000 |

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

| Please answer the following question by marking in the appropriate box | | YES | NO |
|--|--|-------------------------------------|--------------------------|
| 12-1 | If you plan to submit this form electronically, have you read the new Electronic Signature Policy? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

| Print the names of ALL members of current governing body below. Print Board Member's Name | | A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below. |
|--|----------------|---|
| Board Member 1 | Tim DePeder | I <u>Tim DePeder</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/20/2023</u> <u>08:58:06</u> MDT Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 2 | Rishi Loona | I <u>Rishi Loona</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 3 | Josh Kane | I <u>Josh Kane</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>16:33:49</u> MDT Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 4 | Kim Perry | I <u>Kim Perry</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>14:30:48</u> MDT Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 5 | Abby Kirkbride | I <u>Abby Kirkbride</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 25, 2025</u> |
| Board Member 6 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |
| Board Member 7 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |

APPLICATION FOR EXEMPTION FROM AUDIT

SHORT FORM

**NAME OF GOVERNMENT
ADDRESS**

| |
|---------------------------------------|
| West Boyd Metropolitan District No. 3 |
| c/o Pinnacle Consulting Group, Inc. |
| 550 W Eisenhower Blvd |
| Loveland, CO 80537 |
| Irene Buenavista |
| (970) 669-3611 |
| ireneb@pcgi.com |

**For the Year Ended
12/31/22
or fiscal year ended:**

**CONTACT PERSON
PHONE
EMAIL**

PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

**NAME:
TITLE
FIRM NAME (if applicable)
ADDRESS
PHONE
DATE PREPARED**

| |
|---|
| Irene Buenavista |
| District Accountant |
| Pinnacle Consulting Group, Inc |
| 550 W Eisenhower Blvd, Loveland, CO 80537 |
| (970) 669-3611 |
| 2/21/2023 |

PREPARER (SIGNATURE REQUIRED)

| | | |
|--|--|--|
| Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types | GOVERNMENTAL <small>(MODIFIED ACCRUAL BASIS)</small> | PROPRIETARY <small>(CASH OR BUDGETARY BASIS)</small> |
| | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

PART 2 - REVENUE

REVENUE: All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | |
|-------|--|-------------------------|---|
| 2-1 | Taxes: Property (report mills levied in Question 10-6) | \$ 168 | Please use this space to provide any necessary explanations |
| 2-2 | Specific ownership | \$ 12 | |
| 2-3 | Sales and use | \$ - | |
| 2-4 | Other (specify): | \$ - | |
| 2-5 | Licenses and permits | \$ - | |
| 2-6 | Intergovernmental: Grants | \$ - | |
| 2-7 | Conservation Trust Funds (Lottery) | \$ - | |
| 2-8 | Highway Users Tax Funds (HUTF) | \$ - | |
| 2-9 | Other (specify): | \$ - | |
| 2-10 | Charges for services | \$ - | |
| 2-11 | Fines and forfeits | \$ - | |
| 2-12 | Special assessments | \$ - | |
| 2-13 | Investment income | \$ - | |
| 2-14 | Charges for utility services | \$ - | |
| 2-15 | Debt proceeds (should agree with line 4-4, column 2) | \$ - | |
| 2-16 | Lease proceeds | \$ - | |
| 2-17 | Developer Advances received (should agree with line 4-4) | \$ - | |
| 2-18 | Proceeds from sale of capital assets | \$ - | |
| 2-19 | Fire and police pension | \$ - | |
| 2-20 | Donations | \$ - | |
| 2-21 | Other (specify): | \$ - | |
| 2-22 | | \$ - | |
| 2-23 | | \$ - | |
| 2-24 | (add lines 2-1 through 2-23) TOTAL REVENUE | \$ 180 | |

PART 3 - EXPENDITURES/EXPENSES

EXPENDITURES: All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

| Line# | Description | Round to nearest Dollar | |
|-------|---|-------------------------|---|
| 3-1 | Administrative | \$ 3 | Please use this space to provide any necessary explanations |
| 3-2 | Salaries | \$ - | |
| 3-3 | Payroll taxes | \$ - | |
| 3-4 | Contract services | \$ 177 | |
| 3-5 | Employee benefits | \$ - | |
| 3-6 | Insurance | \$ - | |
| 3-7 | Accounting and legal fees | \$ - | |
| 3-8 | Repair and maintenance | \$ - | |
| 3-9 | Supplies | \$ - | |
| 3-10 | Utilities and telephone | \$ - | |
| 3-11 | Fire/Police | \$ - | |
| 3-12 | Streets and highways | \$ - | |
| 3-13 | Public health | \$ - | |
| 3-14 | Capital outlay | \$ - | |
| 3-15 | Utility operations | \$ - | |
| 3-16 | Culture and recreation | \$ - | |
| 3-17 | Debt service principal (should agree with Part 4) | \$ - | |
| 3-18 | Debt service interest | \$ - | |
| 3-19 | Repayment of Developer Advance Principal (should agree with line 4-4) | \$ - | |
| 3-20 | Repayment of Developer Advance Interest | \$ - | |
| 3-21 | Contribution to pension plan (should agree to line 7-2) | \$ - | |
| 3-22 | Contribution to Fire & Police Pension Assoc. (should agree to line 7-2) | \$ - | |
| 3-23 | Other (specify): | \$ - | |
| 3-24 | | \$ - | |
| 3-25 | | \$ - | |
| 3-26 | (add lines 3-1 through 3-24) TOTAL EXPENDITURES/EXPENSES | \$ 180 | |

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".

PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

| | Yes | No |
|--|-----------------------------------|-------------------------------------|
| 4-1 Does the entity have outstanding debt? If Yes, please attach a copy of the entity's Debt Repayment Schedule. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-2 Is the debt repayment schedule attached? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-3 Is the entity current in its debt service payments? If no, MUST explain: <div style="border: 1px solid black; height: 20px; width: 100%; margin-top: 5px;"></div> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-4 Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers) | Outstanding at end of prior year* | Issued during year |
| General obligation bonds | \$ - | \$ - |
| Revenue bonds | \$ - | \$ - |
| Notes/Loans | \$ - | \$ - |
| Lease Liabilities | \$ - | \$ - |
| Developer Advances | \$ - | \$ - |
| Other (specify): | \$ - | \$ - |
| TOTAL | \$ - | \$ - |

*must tie to prior year ending balance

| | Yes | No |
|--|-------------------------------------|-------------------------------------|
| 4-5 Does the entity have any authorized, but unissued, debt? If yes: How much? \$ 18,000,000.00 Date the debt was authorized: 11/5/2019 | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4-6 Does the entity intend to issue debt within the next calendar year? If yes: How much? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-7 Does the entity have debt that has been refinanced that it is still responsible for? If yes: What is the amount outstanding? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4-8 Does the entity have any lease agreements? If yes: What is being leased? What is the original date of the lease? Number of years of lease? Is the lease subject to annual appropriation? What are the annual lease payments? \$ - | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Please use this space to provide any explanations or comments:

PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

| | Amount | Total |
|---|--------|-------------|
| 5-1 YEAR-END Total of ALL Checking and Savings Accounts | \$ - | |
| 5-2 Certificates of deposit | \$ - | |
| Total Cash Deposits | | \$ - |
| Investments (if investment is a mutual fund, please list underlying investments): | | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| | \$ - | |
| Total Investments | | \$ - |
| Total Cash and Investments | | \$ - |

Please answer the following questions by marking in the appropriate boxes

| | Yes | No | N/A |
|---|--------------------------|--------------------------|-------------------------------------|
| 5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If no, MUST use this space to provide any explanations:

PART 6 - CAPITAL AND RIGHT-TO-USE ASSETS

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|---|--------------------------|-------------------------------------|
| 6-1 | Does the entity have capital assets? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 6-2 | Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.,? If no, MUST explain: | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

| | Balance - beginning of the year* | Additions (Must be included in Part 3) | Deletions | Year-End Balance |
|--|----------------------------------|--|-------------|------------------|
| 6-3 Complete the following capital & right-to-use assets table: | | | | |
| Land | \$ - | \$ - | \$ - | \$ - |
| Buildings | \$ - | \$ - | \$ - | \$ - |
| Machinery and equipment | \$ - | \$ - | \$ - | \$ - |
| Furniture and fixtures | \$ - | \$ - | \$ - | \$ - |
| Infrastructure | \$ - | \$ - | \$ - | \$ - |
| Construction In Progress (CIP) | \$ - | \$ - | \$ - | \$ - |
| Leased Right-to-Use Assets | \$ - | \$ - | \$ - | \$ - |
| Other (explain): | \$ - | \$ - | \$ - | \$ - |
| Accumulated Depreciation/Amortization (Please enter a negative, or credit, balance) | \$ - | \$ - | \$ - | \$ - |
| TOTAL | \$ - | \$ - | \$ - | \$ - |

Please use this space to provide any explanations or comments:

PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No |
|-----|--|--------------------------|-------------------------------------|
| 7-1 | Does the entity have an "old hire" firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 7-2 | Does the entity have a volunteer firefighters' pension plan? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
- If yes: Who administers the plan?

Indicate the contributions from:

| | |
|---|-------------|
| Tax (property, SO, sales, etc.): | \$ - |
| State contribution amount: | \$ - |
| Other (gifts, donations, etc.): | \$ - |
| TOTAL | \$ - |
| What is the monthly benefit paid for 20 years of service per retiree as of Jan 1? | \$ - |

Please use this space to provide any explanations or comments:

PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- | | | Yes | No | N/A |
|-----|--|-------------------------------------|--------------------------|--------------------------|
| 8-1 | Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.? | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |
| 8-2 | Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain: | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | |

If yes: Please indicate the amount budgeted for each fund for the year reported:

| Governmental/Proprietary Fund Name | Total Appropriations By Fund |
|------------------------------------|------------------------------|
| General Fund | \$ 278 |
| | |
| | |

PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box

Yes

No

9-1 Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?

Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.

If no, MUST explain:

PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes

No

10-1 Is this application for a newly formed governmental entity?

If yes: Date of formation:

10-2 Has the entity changed its name in the past or current year?

If yes: Please list the NEW name & PRIOR name:

10-3 Is the entity a metropolitan district?

Please indicate what services the entity provides:

10-4 Does the entity have an agreement with another government to provide services?

If yes: List the name of the other governmental entity and the services provided:

10-5 Has the district filed a *Title 32, Article 1 Special District Notice of Inactive Status* during

If yes: Date Filed:

10-6 Does the entity have a certified Mill Levy?

If yes: Please provide the following mills levied for the year reported (do not report \$ amounts):

| | |
|-----------------------|---------------|
| Bond Redemption mills | - |
| General/Other mills | 25.000 |
| Total mills | 25.000 |

Please use this space to provide any explanations or comments:

PART 11 - GOVERNING BODY APPROVAL

| Please answer the following question by marking in the appropriate box | | YES | NO |
|--|--|-------------------------------------|--------------------------|
| 12-1 | If you plan to submit this form electronically, have you read the new Electronic Signature Policy? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
 - a. Include a copy of an adopted resolution that documents formal approval by the Board, **or**
 - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

| Print the names of ALL members of current governing body below. Print Board Member's Name | | A <u>MAJORITY</u> of the members of the governing body must complete and sign in the column below. |
|--|----------------|---|
| Board Member 1 | Tim DePeder | I <u>Tim DePeder</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/20/2023</u> <u>08:38:06 MDT</u> Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 2 | Rishi Loona | I <u>Rishi Loona</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 3 | Josh Kane | I <u>Josh Kane</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>16:39:49 MDT</u> Date: _____ My term Expires: <u>May 2023</u> |
| Board Member 4 | Kim Perry | I <u>Kim Perry</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>3/14/2023</u> <u>14:30:48 MDT</u> Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 5 | Abby Kirkbride | I <u>Abby Kirkbride</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: <u>May 2025</u> |
| Board Member 6 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |
| Board Member 7 | | I _____ , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____ |



October 9, 2023

Board of Directors
West Boyd Metropolitan District Nos. 1-3

Attached is a draft proposed 2024 budget for West Boyd Metropolitan District Nos. 1-3, submitted pursuant to C.R.S. Section 29-1-105. The proposed budget will be presented at an upcoming board meeting for review and approval.

If there are any questions on the budget, please contact our office at (970) 669-3611.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jan Bernatch".

Pinnacle Consulting Group Inc.

Offices Located in Loveland and Denver

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

(970)669-3611 (303)333-4380

www.PCGI.com

Serving our clients and community through excellent dependable service.

| WEST BOYD METROPOLITAN DISTRICT NO. 1 | | | | | | | |
|---|------------------|------------------|--------------------|------------------|------------------|--------------|---|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | | |
| GENERAL FUND | | | | | | | |
| | (a) | (b) | (c) | (d) | (d-c) | (e) | |
| | 2022 | 2023 | 2023 | 2024 | Year to Year | | |
| Revenues | Unaudited | Adopted | Projected | Proposed | Budget | % | 2024 |
| | Actual | Budget | Actual | Budget | Variance | Variance | Comments |
| Operating Advances | \$ 46,989 | \$ 71,122 | \$ 43,418 | \$ 64,295 | \$ 20,876 | 48% | |
| Service Fees, District 2 | 820 | 765 | 765 | 1,102 | 337 | 44% | Per District 2 budget |
| Service Fees, District 3 | 177 | 325 | 325 | 327 | 3 | 1% | Per District 3 budget |
| Total Revenues | \$ 47,986 | \$ 72,212 | \$ 44,508 | \$ 65,724 | \$ 21,216 | 48% | |
| Expenditures | | | | | | | |
| Accounting and Finance | \$ 11,570 | \$ 12,500 | \$ 12,500 | \$ 15,600 | \$ 3,100 | 25% | Based on contracted services |
| District Management | 16,380 | 17,500 | 14,000 | 15,600 | 1,600 | 11% | Based on contracted services |
| Director Fees | 366 | 1,000 | 1,000 | 1,000 | - | 0% | Meetings Q1, Q2. Monthly starting July |
| Election | 1,213 | 1,500 | 1,270 | 1,500 | 230 | 18% | Per Legal |
| District Engineer | - | 4,000 | - | 1,000 | 1,000 | 100% | Estimate for mapping |
| Insurance | 7,399 | 9,117 | 7,563 | 8,000 | 437 | 6% | 12% increase from 2023 projected actual |
| Legal | 7,310 | 17,500 | 17,500 | 17,500 | - | 0% | Per Legal |
| Office, Dues, Newsletters & Other | 1,965 | 3,650 | 2,750 | 3,900 | 1,150 | 42% | Dues, subscriptions, mileage, bill.com fees |
| Website | - | - | - | 1,200 | 1,200 | 100% | Domain name, Webhosting, IT , ADA, Skynet |
| Contingency | - | 5,000 | - | - | - | 0% | |
| Total Operating Expenditures | \$ 46,204 | \$ 71,767 | \$ 56,583 | \$ 65,300 | \$ 8,717 | 15% | |
| Revenues Over/(Under) Expenditures | \$ 1,782 | \$ 445 | \$ (12,075) | \$ 424 | \$ 12,499 | -104% | |
| Beginning Fund Balance | 11,991 | 2,399 | 13,773 | 1,698 | (12,075) | -88% | |
| Ending Fund Balance | \$ 13,773 | \$ 2,844 | \$ 1,698 | \$ 2,122 | \$ 424 | 25% | |
| COMPONENTS OF ENDING FUND BALANCE: | | | | | | | |
| Emergency Reserve (3% of Revenues) | \$ 1,440 | \$ 1,440 | \$ 1,697 | \$ 1,972 | \$ 274 | 16% | |
| Unrestricted | 12,333 | 1,404 | - | 150 | 150 | 100% | |
| TOTAL ENDING FUND BALANCE | \$ 13,773 | \$ 2,844 | \$ 1,697 | \$ 2,122 | \$ 424 | 25% | |

| WEST BOYD METROPOLITAN DISTRICT NO. 1 | | | | | | | |
|---|---------------|------------------|-----------------|-------------|-------------------|--------------|----------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | | |
| CAPITAL PROJECTS FUND | | | | | | | |
| | (a) | (b) | (c) | (d) | (d-c) | (e) | |
| | 2022 | 2023 | 2023 | 2024 | Year to Year | | 2024 |
| Revenues | Unaudited | Adopted | Projected | Proposed | Budget | % | |
| | Actual | Budget | Actual | Budget | Variance | Variance | Comments |
| Capital Advances | \$ 945 | \$ 30,000 | \$ 2,000 | \$ - | \$ (2,000) | -100% | |
| Total Revenues | \$ 945 | \$ 30,000 | \$ 2,000 | \$ - | \$ (2,000) | -100% | |
| Expenditures | | | | | | | |
| Master Planning Engineering - General | \$ - | \$ 10,000 | \$ - | \$ - | \$ - | 0% | |
| District Management - General | 945 | 10,000 | 2,000 | - | (2,000) | -100% | |
| Engineer - General | - | 10,000 | - | - | - | 0% | |
| Total Capital Expenditures | \$ 945 | \$ 30,000 | \$ 2,000 | \$ - | \$ (2,000) | -100% | |
| Revenue over/(under) Expenditures | \$ - | \$ - | \$ - | \$ - | | | |
| Beginning Fund Balance | - | - | - | - | - | - | |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | |

| WEST BOYD METROPOLITAN DISTRICT NO. 2 | | | | | | | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|------------|------------------|------------------|------------------|------------------|----------------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | | | | | | |
| GENERAL FUND | | | | | | | | | | | |
| | (a) | (b) | (c) | (d) | (d-c) | (e) | (f) | (f-c) | (g) | (g-c) | |
| | 2022 | 2023 | 2023 | 2024 | Year to Year | | 2024 | Year to Year | 2024 | Year to Year | |
| Revenues | Unaudited | Adopted | Projected | Budget | Budget | % | Budget | Budget | Budget | Budget | 2024 |
| | Actual | Budget | Actual | HH Fails | HH Fails | Variance | Opt Out | Opt Out | HH Passes | HH Passes | Comments |
| Property taxes | \$ 780 | \$ 735 | \$ 735 | \$ 1,060 | \$ 324 | 44% | \$ 1,059 | \$ 324 | \$ 794 | \$ 59 | See Mill Levy Table |
| Specific Ownership Taxes | 56 | 44 | 44 | 64 | 19 | 44% | 64 | 19 | 48 | 4 | 6% of property taxes |
| Other Income | - | 100 | - | 100 | 100 | 100% | 100 | 100 | 100 | 100 | |
| Total Revenues | \$ 835 | \$ 879 | \$ 779 | \$ 1,223 | \$ 444 | 57% | \$ 1,223 | \$ 444 | \$ 942 | \$ 162 | |
| Expenditures | | | | | | | | | | | |
| Service Fees to District No. 1 | \$ 820 | \$ 765 | \$ 765 | \$ 1,102 | \$ 337 | 44% | \$ 1,102 | \$ 337 | \$ 826 | \$ 61 | |
| Treasurer Fees | 16 | 15 | 15 | 21 | 6 | 44% | 21 | 6 | 16 | 1 | 2% of property taxes |
| Contingency | - | 100 | - | 100 | 100 | 100% | 100 | 100 | 100 | 100 | |
| Total Expenditures | \$ 835 | \$ 879 | \$ 779 | \$ 1,223 | \$ 444 | 57% | \$ 1,223 | \$ 444 | \$ 942 | \$ 162 | |
| Revenues Over/(Under) Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - | \$ - | \$ - | \$ - | |
| Beginning Fund Balance | - | - | - | - | - | 0% | - | - | - | - | |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - | \$ - | \$ - | \$ - | Reserve held by District 1 |
| Mill Levy | | | | | | | | | | | |
| Operating | 50.000 | 25.000 | 25.000 | 26.634 | 1.634 | 7% | 26.859 | 1.859 | 20.134 | -4.866 | |
| Total Mill Levy | 50.000 | 25.000 | 25.000 | 26.634 | 1.634 | 7% | 26.859 | 1.859 | 20.134 | -4.866 | |
| Assessed Value | \$ 21,541 | \$ 29,413 | \$ 29,413 | \$ 39,783 | \$ 10,370 | 35% | \$ 39,447 | \$ 10,034 | \$ 39,447 | \$ 10,034 | Preliminary AV as of 9/15 |
| Property Tax Revenue | | | | | | | | | | | |
| Operating | \$ 1,077 | \$ 735 | \$ 735 | \$ 1,060 | \$ 324 | 44% | \$ 1,059 | \$ 324 | \$ 794 | \$ 59 | |
| Total Property Tax Revenue | \$ 1,077 | \$ 735 | \$ 735 | \$ 1,060 | \$ 324 | 44% | \$ 1,059 | \$ 324 | \$ 794 | \$ 59 | |

| WEST BOYD METROPOLITAN DISTRICT NO. 3 | | | | | | | | | |
|---|----------------|------------------|------------------|------------------|-----------------|------------|------------------|-----------------|----------------------------|
| STATEMENT OF REVENUES & EXPENDITURES WITH BUDGETS | | | | | | | | | |
| GENERAL FUND | | | | | | | | | |
| | (a) | (b) | (c) | (d) | (d-c) | (e) | (f) | (f-c) | |
| | 2022 | 2023 | 2023 | 2024 | Year to Year | | 2024 | Year to Year | 2024 |
| Revenues | Unaudited | Adopted | Projected | Budget | Variance | % | Budget | Variance | |
| | Actual | Budget | Actual | HH Fails | HH Fails | Variance | HH Passes | HH Passes | Comments |
| Property taxes | \$ 168 | \$ 312 | \$ 312 | \$ 315 | \$ 3 | 1% | \$ 315 | \$ 3 | See Mill Levy Table |
| Specific Ownership Taxes | 12 | 19 | 19 | 19 | - | 0% | 19 | - | 6% of property taxes |
| Other Income | - | 100 | - | 100 | 100 | 100% | 100 | 100 | |
| Total Revenues | \$ 181 | \$ 431 | \$ 331 | \$ 434 | \$ 103 | 31% | \$ 434 | \$ 103 | |
| Expenditures | | | | | | | | | |
| Service Fees to District No. 1 | \$ 177 | \$ 325 | \$ 325 | \$ 327 | \$ 3 | 1% | \$ 327 | \$ 3 | |
| Treasurer Fees | 3 | 6 | 6 | 6 | - | 0% | 6 | - | 2% of property taxes |
| Contingency | - | 100 | - | 100 | 100 | 100% | 100 | 100 | |
| Total Expenditures | \$ 181 | \$ 431 | \$ 331 | \$ 434 | \$ 103 | 31% | \$ 434 | \$ 103 | |
| Revenues Over/(Under) Expenditures | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - | \$ - | |
| Beginning Fund Balance | - | - | - | - | - | 0% | - | - | |
| Ending Fund Balance | \$ - | \$ - | \$ - | \$ - | \$ - | 0% | \$ - | \$ - | Reserve held by District 1 |
| Mill Levy | | | | | | | | | |
| Operating | 50.000 | 25.000 | 25.000 | 26.751 | 1.751 | 7% | 26.774 | 1.774 | |
| Total Mill Levy | 50.000 | 25.000 | 25.000 | 26.751 | 1.751 | 7% | 26.774 | 1.774 | |
| Assessed Value | \$6,733 | \$ 12,495 | \$ 12,495 | \$ 11,762 | \$ (733) | -6% | \$ 11,752 | \$ (743) | Preliminary AV as of 9/15 |
| Property Tax Revenue | | | | | | | | | |
| Operating | \$ 337 | \$ 312 | \$ 312 | \$ 315 | \$ 2 | 0% | \$ 315 | \$ 2 | |
| Total Property Tax Revenue | \$ 337 | \$ 312 | \$ 312 | \$ 315 | \$ 2 | 1% | \$ 315 | \$ 2 | |

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WEST BOYD METROPOLITAN DISTRICT NO. 1**

A RESOLUTION APPROVING THE AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND PFLVD, LLC, AND IN CONNECTION THEREWITH, AUTHORIZING THE REFUNDING OF A SUBORDINATE PROMISSORY NOTE AND ISSUANCE OF A NEW SUBORDINATE PROMISSORY NOTE TO EVIDENCE THE DISTRICT'S REIMBURSEMENT OBLIGATION TO PFLVD, LLC FOR OPERATION COSTS

WHEREAS, the formation of West Boyd Metropolitan District No. 1 (the "District"), West Boyd Metropolitan District No. 2, and West Boyd Metropolitan District No. 3 (collectively, the "Districts") was approved by the City of Loveland City Council (the "City") on September 10, 2019, in conjunction with the approval of the "Consolidated Service Plan for West Boyd Metropolitan District Nos. 1 – 3" (the "Service Plan"), and by the Districts' respective electors at the Districts' organizational elections held on November 5, 2019 ("Organizational Elections"), for the purpose of assisting in the financing, construction, operations and maintenance of certain public improvements to serve a new development known as West Boyd; and

WHEREAS, at the Organizational Elections, a majority of eligible electors in the Districts approved the Districts' issuance of indebtedness and the imposition of ad valorem taxes by the Districts for the purpose of repaying such debt; and

WHEREAS, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements (the "Improvements") to serve the Districts and West Boyd development; and

WHEREAS, the Service Plan further contemplates that the District will own (subject to discretionary transfer to other governmental entities or authorities), construct, operate and maintain the Improvements described in the Service Plan benefiting the Districts, and that West Boyd Metropolitan Districts Nos. 2 and 3 (the "Financing Districts") will assist in the payment of costs related thereto; and

WHEREAS, the Districts entered into an Intergovernmental Agreement Concerning District Operations, dated December 19, 2019 (the "Operations IGA"), pursuant to which the Financing Districts agreed to engage the District to provide operations, maintenance and administrative services on behalf of the Financing Districts and the Financing Districts agreed to provide moneys sufficient to fund the same by imposing ad valorem property taxes and/or fees sufficient to fund the costs of such services; and

WHEREAS, pursuant to the Operations IGA, the Districts acknowledged that the District entered into, or would enter into, in certain O&M Reimbursement Obligations (as defined in the Operations IGA) to assist in the funding operations and maintenance costs associated with the Improvements constructed or to be constructed within or without the boundaries of the Districts,

and to pay other budgeted general fund expenditures of the Districts (collectively, the “Operation Costs”); and

WHEREAS, on December 19, 2019 (“Original Effective Date”), the District and VDW Properties, LLC (“VDW”) entered into that certain 2020 Funding and Reimbursement Agreement (“2020 Agreement”) for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs as amended by that First Amendment to 2020 Funding and Reimbursement Agreement dated November 13, 2020 (the “First Amendment”), that Second Amendment to 2020 Funding and Reimbursement Agreement dated November 29, 2021 (the “Second Amendment”), and that Third Amendment to 2020 Funding and Reimbursement Agreement dated November 16, 2022 (the “Third Amendment,” together with the First Amendment, Second Amendment, and 2020 Agreement, the “Prior Agreement”), which Prior Agreement represents an O&M Reimbursement Obligation and provides for the advancement of funds from VDW to the District in the Maximum Principal Amount of \$225,000 through December 31, 2023; and

WHEREAS, in connection with the Third Amendment, the District issued a subordinate promissory note to VDW, dated November 16, 2022, with a maturity date of December 18, 2059 (the “2023 Note”) to evidence the District’s reimbursement obligation to PFLVD; and

WHEREAS, on April 3, 2023, VDW transferred and assigned to PFLVD all of VDW’s rights, title, and interest in and to the Prior Agreement and the 2023 Note; and

WHEREAS, the District has determined that it will have insufficient funds to pay for Operating Costs through fiscal year 2024; and

WHEREAS, PFLVD is willing to advance funds to or expend funds on behalf of the District for the Operation Costs in an amount not to exceed Three Hundred Thousand Dollars (\$300,000), which amount includes all funds advanced to date and anticipated to be advanced through December 31, 2024, provided that the District agrees to repay PFLVD for such amounts; and

WHEREAS, the District has agreed to repay PFLVD for any and all funds advanced to or expended on behalf of the District as set forth herein; and

WHEREAS, the District and PFLVD have renegotiated the Prior Agreement and desire to enter into an “Amended and Restated 2020 Funding and Reimbursement Agreement,” as attached hereto as **Exhibit A** and incorporated herein by reference (the “Agreement”), for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs, which Agreement may constitute a refunding of any indebtedness evidenced by the Prior Agreement; and

WHEREAS, to evidence the District’s repayment obligation to PFLVD for funds advanced to or expended on behalf of the District pursuant to the Agreement, the District desires to refund the 2023 Note and issue a new subordinate promissory note to PFLVD in a principal amount not

to exceed Three Hundred Thousand Dollars (\$300,000), as attached hereto as **Exhibit B** and incorporated herein by reference (the “Subordinate Note”).

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

1. The Board of Directors hereby approves the “Amended and Restated 2020 Funding and Reimbursement Agreement” attached hereto as **Exhibit A**, and further authorizes the District’s President to execute the same.

2. The Board of Directors hereby authorizes the refunding of the 2023 Note and the issuance of the Subordinate Note to PFLVD, as attached hereto as **Exhibit B**, to evidence the District’s repayment obligation to PFLVD, and authorizes the District’s President to execute the same.

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

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 19th DAY OF OCTOBER, 2023.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

By: Tim DePeder, President

EXHIBIT A
(To Resolution)

AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT

**AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT
(Operation Costs)**

This AMENDED AND RESTATED 2020 FUNDING AND REIMBURSEMENT AGREEMENT (the “Agreement”) is made and entered into as of this 19th day of October, 2023 (the “Effective Date”), by and between WEST BOYD METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and PFLVD, LLC, a Colorado limited liability company (“PFLVD”), collectively, the “Parties.”

RECITALS

WHEREAS, the formation of the District, West Boyd Metropolitan District No. 2, and West Boyd Metropolitan District No. 3 (collectively, the “Districts”) was approved by the City of Loveland City Council (the “City”) on September 10, 2019, in conjunction with the approval of the “Consolidated Service Plan for West Boyd Metropolitan District Nos. 1 – 3” (the “Service Plan”), and by the Districts’ respective electors at the Districts’ organizational elections held on November 5, 2019 (“Organizational Elections”), for the purpose of assisting in the financing, construction, operations and maintenance of certain public improvements to serve a new development known as West Boyd; and

WHEREAS, at the Organizational Elections, a majority of eligible electors in the Districts approved the Districts’ issuance of indebtedness and the imposition of ad valorem taxes by the Districts for the purpose of repaying such debt; and

WHEREAS, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements (the “Improvements”) to serve the Districts and West Boyd development; and

WHEREAS, the Service Plan further contemplates that the District will own (subject to discretionary transfer to other governmental entities or authorities), construct, operate and maintain the Improvements described in the Service Plan benefiting the Districts, and that West Boyd Metropolitan Districts Nos. 2 and 3 (the “Financing Districts”) will assist in the payment of costs related thereto; and

WHEREAS, the Districts entered into an Intergovernmental Agreement Concerning District Operations, dated December 19, 2019 (the “Operations IGA”), pursuant to which the Financing Districts agreed to engage the District to provide operations, maintenance and administrative services on behalf of the Financing Districts and the Financing Districts agreed to provide moneys sufficient to fund the same by imposing ad valorem property taxes and/or fees sufficient to fund the costs of such services; and

WHEREAS, pursuant to the Operations IGA, the Districts acknowledged that the District entered into, or would enter into, in certain O&M Reimbursement Obligations (as defined in the Operations IGA) to assist in the funding operations and maintenance costs associated with the

Improvements constructed or to be constructed within or without the boundaries of the Districts, and to pay other budgeted general fund expenditures of the Districts (collectively, the “Operation Costs”); and

WHEREAS, on December 19, 2019 (“Original Effective Date”), the District and VDW Properties, LLC (“VDW”) entered into that certain 2020 Funding and Reimbursement Agreement (“2020 Agreement”) for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs as amended by that First Amendment to 2020 Funding and Reimbursement Agreement dated November 13, 2020 (the “First Amendment”), that Second Amendment to 2020 Funding and Reimbursement Agreement dated November 29, 2021 (the “Second Amendment”), and that Third Amendment to 2020 Funding and Reimbursement Agreement dated November 16, 2022 (the “Third Amendment,” together with the First Amendment, Second Amendment, and 2020 Agreement, the “Prior Agreement”), which Prior Agreement represents an O&M Reimbursement Obligation and provides for the advancement of funds from VDW to the District in the Maximum Principal Amount of \$225,000 through December 31, 2023; and

WHEREAS, in connection with the Third Amendment, the District issued a subordinate promissory note to VDW, dated November 16, 2022, with a maturity date of December 18, 2059 (the “2023 Note”) to evidence the District’s reimbursement obligation to PFLVD; and

WHEREAS, on April 3, 2023, VDW transferred and assigned to PFLVD all of VDW’s rights, title, and interest in and to the Prior Agreement and the 2023 Note; and

WHEREAS, the District has determined that it will have insufficient funds to pay for Operating Costs through fiscal year 2024; and

WHEREAS, PFLVD is willing to advance funds to or expend funds on behalf of the District for the Operation Costs in an amount not to exceed Three Hundred Thousand Dollars (\$300,000), which amount includes all funds advanced to date and anticipated to be advanced through December 31, 2024, provided that the District agrees to repay PFLVD for such amounts; and

WHEREAS, the District has agreed to repay PFLVD for any and all funds advanced to or expended on behalf of the District as set forth herein; and

WHEREAS, the District and PFLVD have renegotiated the Prior Agreement and desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Operation Costs, which Agreement may constitute a refunding of any indebtedness evidenced by the Prior Agreement; and

WHEREAS, to evidence the District’s repayment obligation to PFLVD for funds advanced to or expended on behalf of the District pursuant to this Agreement, the District desires to refund the 2023 Note and issue a new subordinate promissory note to PFLVD in a principal amount not to exceed Three Hundred Thousand Dollars (\$300,000); and

WHEREAS, the District's Board of Directors (the "Board") and PFLVD's Board of Managers have authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement; and

WHEREAS, the Board members are employees of McWhinney Real Estate Services, Inc., manager of PFLVD, and have each disclosed potential conflicts of interest in connection with this Agreement, as required by law.

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

COVENANTS AND AGREEMENTS

1. Advance Amount and Term. PFLVD hereby agrees to advance funds to or expend funds on behalf of the District in one or more installments, provided that in no event shall the total amount that PFLVD shall advance to the District or expend on behalf of the District, exceed Three Hundred Thousand Dollars (\$300,000), (the "Maximum Principal Amount"). The Maximum Principal Amount constitutes the maximum amount that may be advanced or expended hereunder since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless this Agreement is further supplemented or amended. Advanced funds shall be available to the District in one or a series of installments as of the Original Effective Date through December 31, 2024, which period shall constitute the "Funding Obligation Term" of the Agreement. The District's repayment obligation shall survive the Funding Obligation Term until PFLVD is repaid in full, provided that the District's repayment obligation shall terminate on the date that is forty (40) years from the Original Effective Date (December 18, 2059), even if any portion of the Maximum Principal Amount remains outstanding.

2. Use of Funds.

A. The District agrees that it shall apply all funds advanced by PFLVD solely to the payment of the Operation Costs, as such costs are budgeted and appropriated as District expenditures for the Funding Obligation Term of this Agreement. Said funds may not be used for any other purpose without the prior written consent of PFLVD.

B. The District shall prepare and adopt a budget annually for the duration of this Agreement, and/or at such other times as may be provided by law, which shall be available to PFLVD for inspection upon reasonable request.

C. The District will budget all or a portion of the aggregate amount that may be advanced to or expended on behalf of the District hereunder as "revenue" from year to year, thereby enabling it to appropriate sufficient funds to pay the expenses set forth in its budget during the Funding Obligation Term of this Agreement.

3. Manner for Requesting Advances. PFLVD is obligated to promptly advance funds to the District or expend funds on the District's behalf upon proper request from the District, in the specific amounts requested. The procedures for making such a request shall be as follows:

A. The Board shall hold public meetings, as necessary, to review and authorize the execution of contracts and the incurrence of other fees and costs, and to authorize payments and expenditures therefor, consistent with the District's Service Plan and budget. At said meetings, PFLVD, any and all consultants, contract parties, and/or other individuals or entities shall have the opportunity to submit invoices and/or other notices of payment due for review and authorization. If the Board determines that said invoices and/or notices of payment are consistent with the District's Service Plan, the terms of this Agreement, and the applicable budget, it shall authorize payment therefor contingent on the receipt of funds advanced from PFLVD, or authorize expenditures to be made by PFLVD on behalf of the District.

B. Thereafter, the District shall advise PFLVD in writing of the amount to be advanced to or expended on behalf of the District in an amount sufficient to pay said invoices and/or notices of payment or expenditures. The District shall certify that the funds so requested are to be used for purposes permitted under this Agreement and consistent with the Service Plan.

C. Immediately upon the receipt of funds from PFLVD, or when funds are expended by PFLVD on behalf of the District, the District shall maintain evidence of the (i) amount of funds advanced to or expended on behalf of the District; (ii) date such amount was advanced or expended; and (iii) total amount of funds advanced to the District and/or expended on the District's behalf to date pursuant to this Agreement. In addition, the District shall notate the same on Schedule "A" of the subordinate promissory note (the "Subordinate Note") to be issued hereunder as provided in Paragraph 5 hereof. The District will make such evidence available to PFLVD upon reasonable request and such evidence shall constitute the agreed-upon amounts to be repaid by the District in accordance with the terms of this Agreement.

4. Issuance of the Subordinate Note; Recordation of Advances.

A. On the Effective Date, the District shall refund the 2023 Note and issue a new Subordinate Note to PFLVD, as attached hereto as Exhibit A, in an amount not to exceed the Maximum Principal Amount, which Subordinate Note shall evidence the District's repayment obligation to PFLVD for funds advanced to or expended on behalf of the District, as provided in this Agreement and any subsequent amendments. In compliance with the Service Plan, the Subordinate Note shall bear no interest.

B. Upon receipt of each advance from PFLVD or upon any approved amount expended by PFLVD on the District's behalf, the District shall complete the appropriate information on Schedule "A" of the Subordinate Note, showing the amount of each advance or expenditure, the date of receipt, and the total principal amount outstanding.

C. The Subordinate Note shall be repayable only to the extent, and in the amount of, advances and expenditures noted as outstanding on Schedule "A" thereto, which amount shall not exceed the Maximum Principal Amount, notwithstanding any payment or

prepayment of any portion of the advances pursuant to the terms thereof, unless the Agreement and the Subordinate Note are further supplemented or amended.

D. The terms of this Agreement and any subsequent amendments may be used to construe the intent of the District and PFLVD in connection with the issuance of the Subordinate Note, and shall be read as nearly as possible to make the provisions of the Subordinate Note, the Agreement and this Second Amendment fully effective. Should any irreconcilable conflict arise among the terms of the Agreement, any subsequent amendment thereto, and the terms of the Subordinate Note, the terms of the Subordinate Note shall prevail.

E. If, for any reason, a Subordinate Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new Subordinate Note to PFLVD that is legally enforceable. Said new Subordinate Note must evidence the District's obligation to repay all amounts advanced or expended pursuant to this Agreement, subject to the terms hereof.

5. Terms of Repayment; Source of Revenues.

A. Subject to Paragraph 7.B. of this Agreement, any funds advanced to or expended on behalf of the District hereunder shall be repaid in accordance with the terms of the Subordinate Note on which the amount of such outstanding and unpaid obligations are notated and in accordance with the terms provided herein. The Subordinate Note shall have a maturity date of December 18, 2059 (the "Maturity Date"). In the event the Parties amend the Maximum Principal Amount pursuant to an amendment to this Agreement, the District agrees to refund the existing Subordinate Note and issue a new Subordinate Note to PFLVD in an amount not to exceed the amended Maximum Principal Amount, with the same Maturity Date, and subject to the same terms as provided in the Agreement, as amended by the Second Amendment, and as may be subsequently amended; provided, however, in no event shall the Maturity Date extend beyond the date that is forty (40) years from the Original Effective Date. Schedule "A" of each the Subordinate Note issued by the District shall reflect all outstanding principal on the Subordinate Note being refunded.

B. The District shall repay any advances made hereunder from certain ad valorem property revenues generated by District and/or any other revenues of the Districts, including fees, rates, tolls, and charges, that are available for repayment, and subject to any restrictions provided in the Service Plan and the District's electoral authorization; *further provided, that any repayment of funds by the District shall be subject to the terms and conditions of and subordinate to, the issuance of any bonds, loans, notes, intergovernmental agreements or other similar debt instruments (collectively, the "Bonds") and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein;* provided that, in no event, shall the mill levy exceed 50 mills. The Subordinate Note must be paid in full by the District prior to payment of any other obligation thereof which may have a claim on any District revenues which are otherwise available for payment of the Subordinate Note, other than current District operation

and maintenance expenses, other budgeted general operating expenditures of the Districts, and as otherwise provided in this Paragraph 5.B.

C. Repayment by the District of some or all the amounts owing hereunder, as evidenced on the Subordinate Note issued hereunder, shall be contingent upon the availability of legally available revenues of the District described in Paragraph 5.B. hereof. Failure by the District to repay the amounts due hereunder as a result of insufficient funds shall not constitute a default, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal on the Subordinate Note shall not cause or permit acceleration thereof.

D. Any Subordinate Note issued hereunder may be prepaid, in whole or in part, at any time without redemption premium or other penalty.

E. The Subordinate Note issued hereunder shall be repayable only to the extent of the amount owed by the District as noted on Schedule "A" attached to the Subordinate Note. Any repayment made to PFLVD by the District shall be notated on Schedule "A" to the Subordinate Note.

6. Obligations Irrevocable. The obligations created by this Agreement are absolute, irrevocable, and unconditional, unless a contrary notation is specifically made herein, and may only be modified pursuant to Paragraph 11 herein. PFLVD shall not take any action which would delay or impair the District's ability to receive the advances contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

7. Termination.

A. PFLVD's obligation to advance funds to the District or expend funds on the District's behalf in accordance with this Agreement, and any subsequent amendments thereto, shall terminate upon the expiration of the Funding Obligation Term, except to the extent that (i) advance requests have been made to PFLVD that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date, or (ii) the Funding Obligation Term of this Agreement, and any subsequent amendments, has been extended by the Parties via written amendment, as provided in Paragraph 11 of this Agreement.

B. The District's obligations hereunder shall terminate upon the earlier of: (i) repayment in full of the Maximum Principal Amount or such lesser amount advanced or expended on its behalf hereunder if it is determined by the District that no further advances to, and/or expenditures made on behalf of, the District shall be required by the District hereunder; or (ii) the Maturity Date (December 18, 2059). Any amounts remaining outstanding on the Subordinate Note on the Maturity Date shall be discharged with no further amounts due by the District.

8. Subject to Annual Appropriations. The District does not intend to create hereunder a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's repayment obligations set forth herein, and as further evidenced on a Subordinate Note issued by

the District to PFLVD pursuant to the terms of this Agreement, are subject to the annual appropriation of funds by the District.

9. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or otherwise determined for the performance of any required act under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

10. Notices and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications ("E-Mail"), and such notices shall be addressed as follows:

If to the District: West Boyd Metropolitan District No. 1
c/o Pinnacle Consulting Group, Inc.
550 W. Eisenhower Boulevard
Loveland, CO 80537
Attn: District Manager
Email: WBMDadmin@pcgi.com

With a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Attn: Alan D. Pogue
Email: apogue@isp-law.com

If to PFLVD: PFLVD Properties, LLC
c/o McWhinney
Attention: VP of Commercial Development, Northern Colorado
2725 Rocky Mountain Avenue, Suite 200
Loveland, CO 80538
Email: clyde.wood@mcwhinney.com

With a copy to: McWhinney Real Estate Services, Inc.
Attention: Legal Department
1800 Wazee Street, Suite 200
Denver, Colorado 80202
Email: legalnotices@mcwhinney.com

or to such other address as either party may from time to time specify in writing to the other party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving party must respond via "reply" acknowledging receipt of the E-Mail notification or a read receipt or delivery receipt must be provided to the sender. If the sending party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

11. Amendments. Except as otherwise provided herein, this Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and PFLVD.

12. Assignment. This Agreement may not be assigned, in whole or in part, without the prior written consent of the non-assigning party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect.

13. Applicable Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

14. Severability. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

15. Authority. By execution hereof, the District and PFLVD represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

16. Legal Existence. The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District hereunder without materially adversely affecting PFLVD's privileges and rights under this Agreement.

17. Entire Agreement. This Agreement and any Subordinate Note issued hereunder constitute and represent the entire, integrated agreement between the District and PFLVD with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral, including the Prior Agreement. This Agreement shall become effective upon the Effective Date, at which time any existing Prior Agreement shall terminate and be of no further force or effect.

18. Counterparts. This Agreement may be executed in one or more counterparts, either electronically or by original signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature pages follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the Effective Date.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

By: _____
Tim DePeder, President

Signature page to WBMD Amended and Restated 2020 Funding and Reimbursement Agreement

PFLVD, LLC,
a Colorado limited liability company

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

By: _____
Bethany Johnson
EVP, General Counsel

EXHIBIT A
(To Amended and Restated 2020 Funding and Reimbursement Agreement)

FORM OF PROMISSORY NOTE

WEST BOYD METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Three Hundred Thousand Dollars (\$300,000)

INTEREST RATE: No Interest

DATED: October 19, 2023

REGISTERED OWNER: PFLVD, LLC (“PFLVD”)

MATURITY DATE: December 18, 2059

West Boyd Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto, in lawful money of the United States of America to the registered owner named above or registered assigns, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to PFLVD pursuant to that certain Amended and Restated 2020 Funding and Reimbursement Agreement entered into between the District and PFLVD, dated October 19, 2023 (the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to PFLVD. This Note refunds a subordinate promissory note issued to PFLVD on November 16, 2022 (“2023 Note”), and will have a beginning balance of any amounts then outstanding on the 2023 Note.

Pursuant to the Agreement, the District is obligated to repay the principal amount of this Note, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein.* **In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.**

Failure by the District to repay PFLVD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal due on the Note shall not cause or permit acceleration thereof.

Upon each advance made to, or approved expenditure made on behalf of, the District by PFLVD pursuant to the Agreement, the District shall indicate on Schedule "A" of this Note: (i) the amount of funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; and (iii) the total funds advanced and/or expended to date under the Note. Any payments made on the Note by the District shall also be evidenced on Schedule "A" attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR LARIMER COUNTY, COLORADO. PFLVD SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR LARIMER COUNTY TO PAY THIS NOTE, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall

operate as a waiver of any other payment or right, including right of offset. If PFLVD enforces this Note upon default, the District shall pay or reimburse PFLVD for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party other than PFLVD without the prior written consent of the District, which may be denied for any reason.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new promissory note to PFLVD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, PFLVD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

(Signatures Begin on Next Page.)

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

(S E A L)

EXHIBIT FORM – DO NOT SIGN

By: Timothy DePeder

Its: President

SCHEDULE A

EXHIBIT B
(To Resolution)

FORM OF PROMISSORY NOTE

WEST BOYD METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Three Hundred Thousand Dollars (\$300,000)

INTEREST RATE: No Interest

DATED: October 19, 2023

REGISTERED OWNER: PFLVD, LLC (“PFLVD”)

MATURITY DATE: December 18, 2059

West Boyd Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto, in lawful money of the United States of America to the registered owner named above or registered assigns, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty. This Note shall be paid in full, from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to PFLVD pursuant to that certain Amended and Restated 2020 Funding and Reimbursement Agreement entered into between the District and PFLVD, dated October 19, 2023 (the “Agreement”), the terms of which are hereby incorporated by reference, to evidence the repayment obligation of the District with respect to certain indebtedness owed to PFLVD. This Note refunds a subordinate promissory note issued to PFLVD on November 16, 2022 (“2023 Note”), and will have a beginning balance of any amounts then outstanding on the 2023 Note.

Pursuant to the Agreement, the District is obligated to repay the principal amount of this Note, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein.* **In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.**

Failure by the District to repay PFLVD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal due on the Note shall not cause or permit acceleration thereof.

Upon each advance made to, or approved expenditure made on behalf of, the District by PFLVD pursuant to the Agreement, the District shall indicate on Schedule "A" of this Note: (i) the amount of funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; and (iii) the total funds advanced and/or expended to date under the Note. Any payments made on the Note by the District shall also be evidenced on Schedule "A" attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR LARIMER COUNTY, COLORADO. PFLVD SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR LARIMER COUNTY TO PAY THIS NOTE, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall

operate as a waiver of any other payment or right, including right of offset. If PFLVD enforces this Note upon default, the District shall pay or reimburse PFLVD for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party other than PFLVD without the prior written consent of the District, which may be denied for any reason.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new promissory note to PFLVD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, PFLVD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

(Signatures Begin on Next Page.)

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

(S E A L)

By: Timothy DePeder
Its: President

SCHEDULE A

**RESOLUTION OF THE BOARD OF DIRECTORS OF
WEST BOYD METROPOLITAN DISTRICT NO. 1**

A RESOLUTION APPROVING THE AMENDED AND RESTATED IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT BETWEEN THE DISTRICT AND PFLVD, LLC, AND IN CONNECTION THEREWITH, AUTHORIZING THE REFUNDING OF A SUBORDINATE PROMISSORY NOTE AND ISSUANCE OF A NEW SUBORDINATE PROMISSORY NOTE TO EVIDENCE THE DISTRICT'S REIMBURSEMENT OBLIGATION TO PFLVD, LLC FOR ORGANIZATION COSTS AND CAPITAL COSTS

WHEREAS, the formation of West Boyd Metropolitan District No. 1 (the "District"), West Boyd Metropolitan District No. 2, and West Boyd Metropolitan District No. 3 (collectively, the "Districts") was approved by the City of Loveland City Council (the "City") on September 10, 2019, in conjunction with the approval of the "Consolidated Service Plan for West Boyd Metropolitan District Nos. 1 – 3" (the "Service Plan"), and by the Districts' respective electors at the Districts' organizational elections held on November 5, 2019 ("Organizational Elections"), for the purpose of assisting in the financing, construction, operations and maintenance of certain public improvements to serve a new development known as West Boyd; and

WHEREAS, at the Organizational Elections, a majority of eligible electors in the Districts approved the Districts' issuance of indebtedness and the imposition of ad valorem taxes by the Districts for the purpose of repaying such debt; and

WHEREAS, VDW Properties, LLC ("VDW") funded the costs necessary to organize the Districts (the "Organization Costs"); and

WHEREAS, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements (the "Improvements") to serve the Districts and West Boyd development; and

WHEREAS, the Service Plan further contemplates that the District will own (subject to discretionary transfer to other governmental entities or authorities), construct, operate and maintain the Improvements described in the Service Plan benefiting the Districts, and that West Boyd Metropolitan Districts Nos. 2 and 3 (the "Financing Districts") will assist in the payment of costs related thereto; and

WHEREAS, on December 19, 2019, the Districts entered into that certain Intergovernmental Agreement Regarding District Operations (the "Operations IGA"), which, among other matters, provided for the District to acquire and construct improvements to serve the West Boyd development and the Financing Districts to assist in the financing of the costs associated with the provision of the Improvements by the District; and

WHEREAS, pursuant to the operations IGA, to the extent any portion of the Improvements for the Districts cannot be financed by the Financing Districts from revenues generated from the

imposition of ad valorem mill levies or other fees and charges, the District may enter into one or more reimbursement agreements with one or more developers to provide for the funding for costs associated with the acquisition and construction of Improvements and the repayment of such funds and the Organization Costs (the “Capital Developer Obligations”); and

WHEREAS, on December 19, 2019 (“Original Effective Date”), the District and VDW entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement (the “2020 Agreement”), as amended by that First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 12, 2020 (the “First Amendment”), that Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 29, 2021 (the “Second Amendment”), and as further amended by that Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 16, 2022 (the “Third Amendment,” together with the First Amendment, the Second Amendment, and the Capital Agreement, the “Prior Agreement”) relating to the repayment of costs associated with the Organization Costs and the funding and repayment of costs associated with the acquisition and construction of Improvements by the District; and

WHEREAS, in connection with the Second Amendment, to evidence the District’s repayment obligation to VDW, the District issued a subordinate promissory note to VDW, dated November 29, 2021 (the “2022 Note”); and

WHEREAS, on April 3, 2023, VDW transferred and assigned to PFLVD, LLC (“PFLVD”) all of VDW’s rights, title, and interest in and to the Prior Agreement and the 2022 Note; and

WHEREAS, the Districts will lack sufficient funds to pay the Organization Costs and any costs associated with the acquisition and construction of Improvements through fiscal year 2024; and

WHEREAS, PFLVD is willing to continue to advance funds to or expend funds on behalf of the District for costs associated with the provision of Improvements in an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000), which amount includes all funds advanced or incurred to date and anticipated to be advanced through December 31, 2024, provided that the District agrees to repay PFLVD for such amounts; and

WHEREAS, the District has agreed to repay PFLVD for any and all funds advanced to or expended on behalf of the District, including the Organization Costs, as set forth herein; and

WHEREAS, the District and PFLVD have renegotiated the Prior Agreement and desire to enter into this “Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement,” as attached hereto as **Exhibit A** and incorporated herein by reference (the “Agreement”), for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with acquisition and construction of Improvements, as set forth herein, which Agreement may constitute a refunding of any indebtedness evidenced by the Prior Agreement; and

WHEREAS, to evidence the District's repayment obligation to PFLVD for the Organization Costs and any funds advanced to or expended on behalf of the District for costs associated with the acquisition and construction of Improvements pursuant to the Agreement, the District desires to refund the 2022 Note and issue a new subordinate promissory note to PFLVD in a principal amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000), as attached hereto as **Exhibit B** and incorporated herein by reference (the "Subordinate Note").

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

1. The Board of Directors hereby approves the "Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement," attached hereto as **Exhibit A**, and further authorizes the District's President to execute the same.
2. The Board of Directors hereby authorizes the refunding of the 2022 Note and the issuance of the Subordinate Note to PFLVD, as attached hereto as **Exhibit B**, to evidence the District's repayment obligation to PFLVD, and authorizes the District's President to execute the same.
3. This Resolution shall take effect on the date and at the time of its adoption.

(Signature Page Follows.)

ADOPTED AND APPROVED THIS 19th DAY OF OCTOBER, 2023.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

By: Tim DePeder, President

EXHIBIT A
(To Resolution)

Amended And Restated
Improvement Acquisition, Advance And Reimbursement Agreement

**AMENDED AND RESTATED
IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT
(Organization and Capital Costs)**

THIS AMENDED AND RESTATED IMPROVEMENT ACQUISITION, ADVANCE AND REIMBURSEMENT AGREEMENT (the “Agreement”) is made and entered into as of this 19th day of October, 2023, by and between WEST BOYD METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and PFLVD, LLC, a Colorado limited liability company (“PFLVD”), collectively, the “Parties.”

RECITALS

WHEREAS, the formation of the District, West Boyd Metropolitan District No. 2, and West Boyd Metropolitan District No. 3 (collectively, the “Districts”) was approved by the City of Loveland City Council (the “City”) on September 10, 2019, in conjunction with the approval of the “Consolidated Service Plan for West Boyd Metropolitan District Nos. 1 – 3” (the “Service Plan”), and by the Districts’ respective electors at the Districts’ organizational elections held on November 5, 2019 (“Organizational Elections”), for the purpose of assisting in the financing, construction, operations and maintenance of certain public improvements to serve a new development known as West Boyd; and

WHEREAS, at the Organizational Elections, a majority of eligible electors in the Districts approved the Districts’ issuance of indebtedness and the imposition of ad valorem taxes by the Districts for the purpose of repaying such debt; and

WHEREAS, VDW Properties, LLC (“VDW”) funded the costs necessary to organize the Districts (the “Organization Costs”); and

WHEREAS, pursuant to the Service Plan, the Districts are to work together and coordinate their efforts with respect to all activities contemplated in the Service Plan, including, but not limited to, the management and administration of the Districts, the structuring of financing, and the coordination of the construction, operations and maintenance of public improvements (the “Improvements”) to serve the Districts and West Boyd development; and

WHEREAS, the Service Plan further contemplates that the District will own (subject to discretionary transfer to other governmental entities or authorities), construct, operate and maintain the Improvements described in the Service Plan benefiting the Districts, and that West Boyd Metropolitan Districts Nos. 2 and 3 (the “Financing Districts”) will assist in the payment of costs related thereto; and

WHEREAS, on December 19, 2019, the Districts entered into that certain Intergovernmental Agreement Regarding District Operations (the “Operations IGA”), which, among other matters, provided for the District to acquire and construct improvements to serve the West Boyd development and the Financing Districts to assist in the financing of the costs associated with the provision of the Improvements by the District; and

WHEREAS, pursuant to the operations IGA, to the extent any portion of the Improvements for the Districts cannot be financed by the Financing Districts from revenues generated from the imposition of ad valorem mill levies or other fees and charges, the District may enter into one or more reimbursement agreements with one or more developers to provide for the funding for costs associated with the acquisition and construction of Improvements and the repayment of such funds and the Organization Costs (the “Capital Developer Obligations”); and

WHEREAS, on December 19, 2019 (“Original Effective Date”), the District and VDW entered into that certain Improvement Acquisition, Advance and Reimbursement Agreement (the “2020 Agreement”), as amended by that First Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 12, 2020 (the “First Amendment”), that Second Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 29, 2021 (the “Second Amendment”), and as further amended by that Third Amendment to Improvement Acquisition, Advance and Reimbursement Agreement dated November 16, 2022 (the “Third Amendment,” together with the First Amendment, the Second Amendment, and the Capital Agreement, the “Prior Agreement”) relating to the repayment of costs associated with the Organization Costs and the funding and repayment of costs associated with the acquisition and construction of Improvements by the District; and

WHEREAS, in connection with the Second Amendment, to evidence the District’s repayment obligation to VDW, the District issued a subordinate promissory note to VDW, dated November 29, 2021 (the “2022 Note”); and

WHEREAS, on April 3, 2023, VDW transferred and assigned to PFLVD all of VDW’s rights, title, and interest in and to the Prior Agreement and the 2022 Note; and

WHEREAS, the Districts will lack sufficient funds to pay the Organization Costs and any costs associated with the acquisition and construction of Improvements through fiscal year 2024; and

WHEREAS, PFLVD is willing to continue to advance funds to or expend funds on behalf of the District for costs associated with the provision of Improvements in an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000), which amount includes all funds advanced or incurred to date and anticipated to be advanced through December 31, 2024, provided that the District agrees to repay PFLVD for such amounts; and

WHEREAS, the District has agreed to repay PFLVD for any and all funds advanced to or expended on behalf of the District, including the Organization Costs, as set forth herein; and

WHEREAS, the District and PFLVD have renegotiated the Prior Agreement and desire to enter into this Agreement for the purpose of consolidating all understandings and commitments between the Parties relating to the funding and repayment of the Organization Costs and the costs associated with acquisition and construction of Improvements, as set forth herein, which Agreement may constitute a refunding of any indebtedness evidenced by the Prior Agreement; and

WHEREAS, to evidence the District's repayment obligation to PFLVD for the Organization Costs and any funds advanced to or expended on behalf of the District pursuant to this Agreement, the District desires to refund the 2022 Note and issue a new subordinate promissory note to PFLVD in a principal amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000); and

WHEREAS, the District's Board of Directors (the "Board") and PFLVD's Board of Managers have authorized its officers to execute this Agreement and to take all other actions necessary and desirable to effectuate the purposes of this Agreement; and

WHEREAS, the Board members are employees of McWhinney Real Estate Services, Inc., manager of PFLVD, and have each disclosed potential conflicts of interest in connection with this Agreement, as required by law.

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

COVENANTS AND AGREEMENTS

1. Purpose of Agreement. The Parties acknowledge that the District does not presently have the funds to construct the Improvements to serve the Districts and the property owners and residents in the West Boyd development. In furtherance of the purposes of the District as expressed in the Service Plan, this Agreement shall provide a means by which the District may reimburse PFLVD for (i) certain Certified District Eligible Costs (as such term is defined herein) of Improvements financed and constructed by PFLVD, (ii) advances made to the District for the construction of Improvements by the District, and (iii) the Organization Costs. For purposes of this Agreement, the term "Certified District Eligible Costs" shall mean "District Eligible Costs" (as defined below) with respect to which the District has issued an "Acceptance Resolution" as hereinafter provided.

2. Improvement Acquisition Procedures/Application for Acceptance/Reimbursement of Soft Costs/Organization Costs. The Parties hereby acknowledge and agree that PFLVD may design and construct, or cause to be designed and constructed, certain Improvements, as described in the Service Plan, for the benefit of the West Boyd development, subject to the terms and conditions set forth herein. PFLVD will only construct improvements as authorized by the District and the District is not authorized to accept any improvements or certify any costs for any Improvements that are not pre-approved by the District and agreed to by PFLVD. PFLVD agrees to design, construct, and complete any such Improvements in substantial conformance with the design standards and specifications as established and in use by the District, the City and other appropriate jurisdictions. Upon completion of any design of and/or incurrence of other soft costs related to the construction and installation of Improvements (collectively, the "Soft Costs") and upon completion of Improvements, PFLVD shall submit an application for reimbursement of "District Eligible Costs" for Soft Costs and/or completed Improvements. In addition, PFLVD shall submit a Cost Verification Report for reimbursement of Organization Costs. For purposes of this Agreement, the term "District Eligible Costs" shall mean any and all costs of any kind related to

the provision of the Improvements that may be lawfully funded by the District under the Special District Act and the Service Plan and shall include Organization Costs.

a. Dedicated Improvements. With respect to Improvements that are being transferred to other governmental entities or authorities, PFLVD shall furnish the following to the District:

(1) A completed “Application for Acceptance of District Eligible Costs” on the District’s standard form, attached hereto and incorporated herein as Exhibit A;

(2) A description of the Improvements to be dedicated and the proposed District Eligible Costs thereof;

(3) Contracts and approved change orders;

(4) Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors;

(5) A letter from the governmental entity to which the Improvements are being dedicated evidencing the governmental entity’s preliminary or conditional acceptance of such Improvements, subject to any applicable warranty period;

(6) A letter agreement in form and substance satisfactory to the District addressing the maintenance of such Improvements during the applicable warranty period, PFLVD’s commitment to fund the costs of any corrective work that must be completed before final acceptance by the governmental entity to which such Improvements are being dedicated, and PFLVD’s agreement to obtain final acceptance from the governmental entity; and

b. Acquired Improvements. With respect to Improvements to be acquired by the District, PFLVD shall furnish the following:

(1) A completed “Application for Acceptance of Improvements” on the District’s standard form, attached hereto and incorporated herein as Exhibit B;

(2) A description of the Improvements to be acquired and the proposed District Eligible Costs thereof;

(3) Bid tabulations, bid evaluations, contracts and approved change orders;

(4) Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs, including lien waivers from any suppliers and subcontractors;

(5) Evidence that any and all real property interests necessary to permit the District's use and occupancy of the Improvements have been granted, or, in the discretion of District, assurances acceptable to the District that PFLVD, as applicable, will execute or cause to be executed such instruments as shall satisfy this requirement;

(6) A complete set of digital record drawings of the Improvements which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate dimensions and location of all Improvements. Such drawings shall be in form and content reasonably acceptable to the District;

(7) Approved landscape plan and certification by a landscape architect or engineer that all landscape improvements were installed in accordance with the approved landscape plan(s) (*if applicable*);

(8) Test results for improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets etc.) (*if applicable*);

(9) Pressure test results for any irrigation system (*if applicable*);

(10) Certification from an independent engineer or other appropriate design professional (such professional shall not have been previously engaged by PFLVD on the construction of the Improvements) stating that 1) the Improvements have been inspected for compliance with approved designs, plans and construction standards, 2) that the Improvements (or its individual components and/or subsystems, if applicable) have been substantially constructed in accordance with the approved designs, plans and construction standards, and, 3) the Improvements are fit for its intended purpose (the "Engineer's Design Certification");

(11) Assignment of any warranties or guaranties;

(12) Any operation and maintenance manuals;

(13) An executed Bill of Sale and Warranty Agreement in form and substance acceptable to the District; and

(14) If the District is to assume ownership of any real property, a title commitment and form of Special Warranty Deed, in a form acceptable to the District, conveying the real property free and clear of all liens, claims and other encumbrances.

c. Soft Costs. With respect to the repayment of Soft Costs incurred by PFLVD, PFLVD shall furnish the following to the District:

(1) A completed "Application for Acceptance of District Eligible Costs" for Soft Costs related to Improvements constructed or to be constructed by PFLVD and to be dedicated to a governmental entity, and/or a completed "Application for Acceptance of Improvements" for Soft Costs incurred for Improvements to be accepted by the District, on the

District's standard forms, attached hereto and incorporated herein as Exhibit A and Exhibit B, respectively.

- (2) A description of the proposed District Eligible Costs thereof;
- (3) Contracts and approved change orders for Soft Costs related to Improvements to be accepted by the District;
- (4) Copies of all invoices, statements and evidence of payment thereof equal to the proposed District Eligible Costs;
- (5) A complete set of digital record drawings of the Improvements which are certified by a professional engineer registered in the State of Colorado or a licensed land surveyor, showing accurate dimensions and location of all Improvements. Such drawings shall be in form and content reasonably acceptable to the District (*if applicable*);
- (6) Approved landscape plan (*if applicable*);
- (7) Test results for Improvements conforming to industry standards (compaction test results, concrete tickets, hardscape test results, cut-sheets etc.) (*if applicable*);
- (8) Pressure test results for any irrigation system (*if applicable*);
- (9) Certification from an independent engineer or other appropriate design professional (such professional shall not have been previously engaged by PFLVD on the construction of the Improvements) stating that 1) the Improvements have been inspected for compliance with approved designs, plans and construction standards, 2) that the Improvements (or its individual components and/or subsystems, if applicable) have been substantially constructed in accordance with the approved designs, plans and construction standards, and, 3) the Improvements are fit for its intended purpose (the "Engineer's Design Certification"); and
- (10) Assignment of any warranties or guaranties (*if applicable*).

d. Reimbursement of Organization Costs. With respect to the District's reimbursement of Organizational Costs, PFLVD shall furnish the following as part of an "Application for Acceptance of Organization Costs:"

- (1) Copies of all invoices, statements and evidence of payment thereof equal to the Organizational Costs paid PFLVD; and
- (2) Such additional information as the District may reasonably require.

3. Application Review Procedures/Acceptance Resolution. Following receipt of an Application for Acceptance of District Eligible Costs or an Application for Acceptance of Improvements and/or Application for Acceptance of Organization Costs (collectively, the "Application") as described above, and within a reasonable period of time thereafter:

a. The District manager shall review the Application to ensure all required materials have been submitted with the Application. Incomplete Applications will not be processed and will be returned to PFLVD to complete and resubmit to the District.

b. The District accountant shall review the invoices and other material presented in the Application to substantiate the District Eligible Costs set forth therein and shall issue a cost certification in form and substance reasonably acceptable to the Board, certifying the total amount of District Eligible Costs associated with the Improvements to be dedicated to other governmental entities or acquired by the District (the “Accountant Cost Certification”). If the District accountant cannot substantiate all District Eligible Costs reported in the Application or determines that only certain costs reported in the Application qualify as District Eligible Costs, the District’s accountant shall discuss the same with PFLVD and only certify those District Eligible Costs that can be substantiated and reimbursed by the District.

c. The District’s engineer (such engineer shall be independent of any engineer engaged by PFLVD to perform work on the Improvements) shall also review the invoices and other material presented in the Application, including the Engineer Design Certification, to substantiate the District Eligible Costs and shall issue a cost certification in form and substance reasonably acceptable to the District, certifying the total amount of District Eligible Costs associated with the Improvements to be dedicated to other governmental entities or acquired by the District and that such costs are reasonable and appropriate for the type of Improvements being constructed in the vicinity of the West Boyd development (the “Engineer’s Cost Certification”). In the event the District’s engineer determines that corrective work must be completed before the Engineer’s Cost Certification can be issued or that costs associated with the Improvements are not deemed reasonable or appropriate, PFLVD shall promptly be given written notice thereof and shall have an opportunity to dispute and/or complete such corrective work. The District’s engineer shall only certify those District Eligible Costs that have been certified by the District’s accountant as set forth in the Accountant Cost Certification. To the extent the District’s engineer cannot certify all District Eligible Costs set forth in the Accountant Cost Certification, the District accountant and engineer shall work together to resolve any discrepancies and provide written notice to PFLVD of any final adjustments to the total District Eligible Costs to be certified by the District’s accountant and engineer.

d. Upon receipt of a satisfactory Accountant’s Cost Certification, Engineer’s Cost Certification and, if applicable, Engineer’s Design Certification, and within a reasonable time thereafter, the District shall accept the District Eligible Costs, and any related Improvements to be owned by the District, by adopting a Resolution declaring satisfaction of the conditions to acceptance as set forth herein (subject to any variances or waivers which the District may allow in its sole and absolute discretion), with any reasonable conditions the District may specify (the “Acceptance Resolution”).

4. Payment of Certified District Eligible Costs. The District shall repay Certified District Eligible Costs approved by the District pursuant to the Acceptance Resolution from the proceeds of Bonds (as defined below) issued by the District, such issuance to occur in the District’s sole discretion, and/or other legally available funds of the District, subject to appropriation of the

District. In addition, proceeds of Bonds issued by the Financing Districts, such issuance to occur in each Financing District's sole discretion, may also be used for repayment of Certified District Eligible Costs, subject to and in accordance with the Operations IGA. In the event the District lacks funds from the aforementioned sources at the time of adoption of the Acceptance Resolution, the District shall evidence its obligation to repay PFLVD for the Certified District Eligible Costs on the Subordinate Note issued to PFLVD pursuant to Paragraph 7 herein.

5. Advances for Construction of Improvements. The Parties acknowledge that the District may construct certain Improvements to serve the West Boyd development and lacks sufficient funds to pay the costs associated with the construction of such Improvements. PFLVD hereby agrees to advance such funds to the District or expend such funds on behalf of the District in one or more installments, provided that in no event shall the total amount that PFLVD must advance to the District or expend on behalf of the District exceed Two Hundred Ten Thousand Dollars (\$210,000), (the "Maximum Principal Amount"). The Maximum Principal Amount constitutes the maximum amount that may be advanced or expended hereunder, including all amounts advanced or expended since the Original Effective Date, notwithstanding any payment or prepayment of any portion of the funds advanced or expended pursuant to the terms hereof, unless the Agreement is further supplemented or amended. Advanced funds shall be available to the District in one or a series of installments through December 31, 2024, which period shall constitute the "Funding Obligation Term" of this Agreement. The District's repayment obligation shall survive the Funding Obligation Term until PFLVD is repaid in full, provided that the District's repayment obligation shall terminate on the date that is forty (40) years from the Original Effective Date (December 18, 2059), even if any portion of the Maximum Principal Amount remains outstanding.

6. Manner for Requesting Advances. PFLVD is obligated to promptly advance funds to the District or expend funds on the District's behalf upon proper request from the District, in the specific amounts requested. The procedure for making such a request shall be as follows:

A. The Board shall hold public meetings, as necessary, to review and authorize the execution of contracts and the incurrence of other fees and costs, and to authorize payments and expenditures therefor, consistent with the Service Plan and budget. At said meetings PFLVD, any and all consultants, contract parties, and/or other individuals or entities shall have the opportunity to submit invoices and/or other notices of payment due for review and authorization. If the Board determines that said invoices and/or notices of payment are consistent with the Service Plan, the terms of this Agreement, and the applicable budget, it shall authorize payment therefor contingent on the receipt of funds advanced from PFLVD, or authorize expenditures to be made by PFLVD on behalf of the District.

B. Thereafter, the District shall advise PFLVD in writing of the amount to be advanced to or expended on behalf of the District in an amount sufficient to pay said invoices and/or notices of payment or expenditures. The District shall certify that the funds so requested are to be used for purposes permitted under this Agreement and consistent with the Service Plan.

C. Immediately upon the receipt of funds from PFLVD, or when funds are expended by PFLVD on behalf of the District, the District shall maintain evidence of the (i) amount

of funds advanced to or expended on behalf of the District; (ii) date such amount was advanced or expended; (iii) total amount of funds advanced to the District and/or expended on the District's behalf to date pursuant to this Agreement; and (iv) total unpaid accrued interest due thereon. In addition, the District shall notate the same on Schedule "A" of the Subordinate Note to be issued hereunder as provided in Paragraph 7 hereof. The District will make such evidence available to PFLVD upon reasonable request and such evidence shall constitute the agreed-upon amounts to be repaid by the District in accordance with the terms of this Agreement.

7. Issuance of the Subordinate Note; Recordation of Advances; Interest.

A. On the Effective Date, the District shall refund the 2022 Note and issue a new Subordinate Note to PFLVD, substantially in the form as attached hereto as Exhibit A, in an amount not to exceed the Maximum Principal Amount, which Subordinate Note shall evidence the District's repayment obligation to PFLVD for funds advanced to or expended on behalf of the District, including Organization Costs, as provided in this Agreement.

B. The Subordinate Note issued hereunder shall bear simple interest as to each advance or expenditure made hereunder at a fixed rate not to exceed the prime interest rate (as reported on the date of issuance by *The Wall Street Journal*) plus 3% up to a maximum interest rate of 8.5%, from the date such advance or expenditure is made, regardless of the date such advance or expenditure is noted on Schedule A, to the earlier of the maturity date or date of redemption thereof, subject to Paragraph 11.B. hereof. Said interest shall be payable upon maturity of the Subordinate Note. If the Subordinate Note, or any portion thereof, is redeemed prior to its maturity date, then the interest that accrued on the principal amount so redeemed, must be paid upon redemption; for purposes of the foregoing, interest shall be deemed to have accrued up to and including the date of redemption.

C. Upon receipt of each advance from PFLVD or upon any approved amount expended by PFLVD on the District's behalf, including the Organization Costs, the District shall complete the appropriate information on Schedule "A" of the Subordinate Note, showing the amount of each advance or expenditure, the date of receipt, and the total principal and unpaid accrued interest thereon.

D. The Subordinate Note shall be repayable only to the extent, and in the amount of, advances and expenditures noted as outstanding on Schedule "A" thereto, which amount shall not exceed the Maximum Principal Amount, including any advances to or expended on behalf of the District, notwithstanding any payment or prepayment of any portion of the advances pursuant to the terms thereof, unless this Agreement and the Subordinate Note are further supplemented or amended.

E. The terms of this Agreement and any subsequent amendments thereto may be used to construe the intent of the District and PFLVD in connection with the issuance of the Subordinate Note, and shall be read as nearly as possible to make the provisions of the Subordinate Note, the Agreement and any subsequent amendments thereto fully effective. Should any irreconcilable conflict arise among the terms of the Agreement, any subsequent amendment thereto, and the terms of the Subordinate Note, the terms of the Subordinate Note shall prevail.

F. If, for any reason, the Subordinate Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new promissory note to PFLVD that is legally enforceable. Said new Subordinate Note must evidence the District's obligation to repay all amounts advanced or expended pursuant to this Agreement and any subsequent amendments thereto, with interest, subject to the terms hereof.

8. Terms of Repayment; Source of Revenues.

A. Subject to Paragraph 11.B. of this Agreement, any funds advanced to or expended on behalf of the District hereunder shall be repaid in accordance with the terms of the Subordinate Note on which the amount of such outstanding and unpaid obligations are notated and in accordance with the terms provided herein. The Subordinate Note shall have a maturity date of December 18, 2059 (the "Maturity Date"). In the event the Parties amend the Maximum Principal Amount pursuant to an amendment to this Agreement, the District agrees to refund the existing Subordinate Note and issue a new Subordinate Note to PFLVD in an amount not to exceed the amended Maximum Principal Amount, with the same Maturity Date, and subject to the same terms as provided in this Agreement, as amended by any subsequent amendment thereto; provided, however, in no event shall the Maturity Date extend beyond the date that is forty (40) years from the Original Effective Date. Schedule "A" of each Subordinate Note issued by the District shall reflect all outstanding principal on the Subordinate Note being refunded and all unpaid accrued interest to date.

B. Subject to the conditions set forth in this Paragraph 8.B., the District shall repay the Subordinate Note from (i) all or a portion of the proceeds of one or more series of general or special obligation bonds, revenue bonds or other multiple fiscal year obligations of the District, including, without limitation, loans from financial institutions (collectively, the "Bond" or "Bonds") issued by the District, and/or (ii) any other revenues of the District, as the District determines in its sole discretion, are available for such purpose, including fees, rates, tolls, and charges, subject to any restrictions provided in the Service Plan and electoral authorization. The issuance of any Bonds by the District shall be made in the sole discretion of the District, and issued at such time or times, and contain such terms, as may be determined by the District. *Any repayment of the Subordinate Note shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds and any refundings thereof, and the provisions of any Bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying the Subordinate Note shall not be higher than the Service Plan mill levy cap for such District, as it now exists or may be amended from time to time as provided therein.* The Subordinate Note will be paid in full by the District prior to payment of any other obligation thereof that may have a claim on any District revenues which are otherwise available for payment of the Subordinate Note, other than current District operation and maintenance expenses, other budgeted general operating expenditures of the Districts, and as otherwise provided in this Paragraph 8.B.

C. Repayment by the District of some or all the amounts owing hereunder, as evidenced on the Subordinate Note issued hereunder, shall be contingent upon the availability of Bond proceeds or other legally available revenues of the District described in Paragraph 8.B.

hereof. Failure by the District to repay the amounts due hereunder as a result of insufficient funds shall not constitute a default, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal and/or interest on the Subordinate Note shall not cause or permit acceleration thereof; rather, the Subordinate Note shall continue to bear interest at the rate and in the manner specified therein and herein.

D. The Subordinate Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued to the date of prepayments on the principal amount prepaid. Any and all prepayments shall first be applied to unpaid accrued interest and then to the principal amount outstanding.

E. The Subordinate Note issued hereunder shall be repayable only to the extent of the amount owed by the District as noted on Schedule "A" attached to the Subordinate Note. Any repayment made to PFLVD by the District shall be notated on Schedule "A" to the Subordinate Note.

9. Obligations Irrevocable. The obligations created by this Agreement are absolute, irrevocable, and unconditional, unless a contrary notation is specifically made herein, and may only be modified pursuant to Paragraph 17 herein. PFLVD shall not take any action which would delay or impair the District's ability to receive the advanced proceeds contemplated herein with sufficient time to properly pay approved invoices and/or notices of payment due.

10. Tax Covenant. In the event the District is advised by nationally recognized bond counsel that payments of all or any portion of interest due on any Subordinate Note issued hereunder may be excluded from gross income of the holder thereof for federal income tax purposes upon compliance with certain procedural requirements and restrictions that are not inconsistent with the intended uses of funds contemplated herein and are not overly burdensome to the District, the District agrees to take all action reasonably necessary to satisfy the applicable provisions of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, in accordance with written instructions of nationally recognized bond counsel. PFLVD acknowledges that no representations or warranties whatsoever have been made by the District or its Board as to the treatment for federal or state income tax purposes of any interest payable hereunder.

11. Termination.

A. PFLVD's obligation to construct, or cause to be constructed the Improvements, and/or to advance funds to the District or expend funds on the District's behalf in accordance with this Agreement, and any subsequent amendments thereto, shall terminate upon the expiration of the Funding Obligation Term, except to the extent that (i) advance requests have been made to PFLVD that are pending by this termination date, in which case said pending request(s) will be honored notwithstanding the passage of the termination date, or (ii) the Funding Obligation Term has been extended by the Parties via written amendment, as provided in Paragraph 17 of this Agreement.

B. The District's obligations hereunder shall terminate upon the earlier of: (i) repayment in full of the Maximum Principal Amount or such lesser amount advanced or expended on its behalf hereunder if it is determined by the District that no further advances to and/or expenditures made on behalf of the District shall be required and no Improvements constructed by PFLVD shall be acquired by the District hereunder, as evidenced pursuant to any Subordinate Note issued hereunder; or (ii) the Maturity Date (December 18, 2059). Any amounts remaining outstanding on the Subordinate Note on the Maturity Date shall be discharged with no further amounts due by the District.

12. Subject to Annual Appropriations. The District does not intend to create hereunder a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The District's repayment obligations set forth herein, and as further evidenced on a Subordinate Note issued by the District to PFLVD pursuant to the terms of this Agreement, are subject to annual appropriation of funds by the District.

13. Time Is of the Essence. Time is of the essence hereof; provided, however, that if the last day permitted or the date otherwise determined for the performance of any act required or permitted under this Agreement falls on a Saturday, Sunday or legal holiday, the time for performance shall be extended to the next succeeding business day, unless otherwise expressly stated.

14. Indemnification. PFLVD hereby agrees to indemnify and save harmless the District from all claims and/or causes of action, including mechanic's liens, arising out of PFLVD's performance of any act or the nonperformance of any obligation with respect to the Improvements constructed and conveyed to the District or dedicated to the City, and in that regard, agrees to pay any and all costs incurred by the District as a result thereof, including settlement amounts, judgments and reasonable attorneys' fees.

15. 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, §§ 24-10-101, *et seq.*, C.R.S., as amended from time to time.

16. Notices and Place for Payments. Any notices, demands, or other communications required or permitted to be given by any provision of this Agreement shall be given in writing and shall be delivered in person, by certified mail, postage prepaid, return receipt requested, by a commercial overnight courier that guarantees next day delivery and provides a receipt, or by electronic mail communications ("E-Mail"), and such notices shall be addressed as follows:

If to the District: West Boyd Metropolitan District No. 1
 c/o Pinnacle Consulting Group, Inc.
 550 W. Eisenhower Boulevard
 Loveland, CO 80537
 Attn: District Manager
 Email: WBMDadmin@pcgi.com

With a copy to: Icenogle Seaver Pogue, P.C.
4725 S. Monaco St., Suite 360
Denver, Colorado 80237
Attn: Alan D. Pogue
Email: apogue@isp-law.com

If to PFLVD: PFLVD Properties, LLC
c/o McWhinney
Attention: VP of Commercial Development, Northern Colorado
2725 Rocky Mountain Avenue, Suite 200
Loveland, CO 80538
Email: clyde.wood@mcwhinney.com

With a copy to: McWhinney Real Estate Services, Inc.
Attention: Legal Department
1800 Wazee Street, Suite 200
Denver, Colorado 80202
Email: legalnotices@mcwhinney.com

or to such other address as either party may from time to time specify in writing to the other party. Notice shall be considered delivered upon delivery by certified mail, overnight courier, E-Mail or upon hand delivery. When using E-Mail to provide notice, the receiving party must respond via “reply” acknowledging receipt of the E-Mail notification or a read receipt or delivery receipt must be provided to the sender. If the sending party fails to receive acknowledgement of such receipt, an alternative form of notification must be used.

17. Amendments. Except as otherwise provided herein, this Agreement may not be amended, modified, or changed, in whole or in part, without a written agreement executed by both the District and PFLVD.

18. Assignment. This Agreement may not be assigned, in whole or in part, without the prior written consent of the non-assigning party. Any attempted assignment in violation of this paragraph shall be immediately void and of no effect.

19. Applicable Laws. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Colorado.

20. Severability. If any clause or provision of this Agreement is adjudged invalid and/or unenforceable by a court of competent jurisdiction or by operation of any law, such clause or provision shall not affect the validity of this Agreement as a whole, but shall be severed herefrom, leaving the remaining Agreement intact and enforceable.

21. Authority. By execution hereof, the District and PFLVD represent and warrant that their respective representatives signing hereunder have full power and authority to execute this Agreement and to bind the respective party to the terms hereof.

22. Legal Existence. The District will maintain its legal identity and existence so long as any of the advanced amounts contemplated herein remain outstanding. The foregoing statement shall apply unless, by operation of law, another legal entity succeeds to the liabilities and rights of the District hereunder without materially adversely affecting PFLVD's privileges and rights under this Agreement.

23. Entire Agreement. This Agreement and any Subordinate Note issued hereunder constitute and represent the entire, integrated agreement between the District and PFLVD with respect to the matters set forth herein and hereby supersedes any and all prior negotiations, representations, agreements, or arrangements of any kind with respect to those matters, whether written or oral, including the Prior Agreement. This Agreement shall become effective upon the Effective Date, at which time any existing Prior Agreement shall terminate and be of no further force or effect.

24. Counterparts. This Agreement may be executed in one or more counterparts, either electronically or by original signature, each of which shall be deemed an original and together shall constitute one and the same instrument.

[Signature pages follows.]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, effective as of the Effective Date.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

By: _____
Tim DePeder, President

Signature page to WBMD1 Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement

PFLVD, LLC,
a Colorado limited liability company

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

By: _____
Bethany Johnson
EVP, General Counsel

Signature page to WBMDI Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement

EXHIBIT A

(To Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement)

APPLICATION FOR ACCEPTANCE OF DISTRICT ELIGIBLE COSTS

Application for Acceptance of District Eligible Costs

Applicant Name: _____

Applicant Address: State: _____ **Zip:** __

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____

Description and Location of Public Improvements: (please include a narrative description and attach maps/exhibits showing the location of all improvements) _____

Public Improvement Category and Costs: (a separate spreadsheet with the information set forth below may be provided in lieu of completing the chart below)

| Description of Improvement | Entity That Will Own, Operate and Maintain Improvement | Improvements located within Public Property, Easements, or Public ROW (please specify) | Hard Construction Costs (including Staking and Testing) <i>Please include name of vendor next to dollar amount</i> | Soft Costs (Engineering, Legal, Planning, Landscape & Irrigation Design) <i>Please include name of vendor next to dollar amount</i> |
|-----------------------------------|---|---|--|--|
| Street Improvements: | | | | |
| Water Improvements: | | | | |
| Sanitary Sewer Improvements: | | | | |

| | | | | |
|---|--|--|--|--|
| Parks & Recreation, Landscaping & Irrigation: | | | | |
| Other Improvements: | | | | |

Required to be submitted:

- Completed and Signed Application
- Contracts and Approved Change Orders
- Invoices and Pay Applications
- Evidence of Payment
- Lien Waivers
- Acceptance Letters for Improvements from Applicable Jurisdictions
- Agreement Addressing Maintenance and Corrective Work Prior to Final Acceptance
- Any other information reasonably requested by District

If any of the materials above are not included in the submission, please provide reason: _____

Total amount of District Eligible Costs requested for reimbursement: \$_____

By its signature below, Applicant certifies that this Application for Acceptance of District Eligible Costs and all documents submitted in support of this application are true and correct, that the Applicant is authorized to sign this application, and the costs submitted for reimbursement herein qualify as District Eligible Costs in accordance with the Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement with West Boyd Metropolitan District No. 1.

Signature: _____
Date: _____

EXHIBIT B

(To Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement)

APPLICATION FOR ACCEPTANCE OF IMPROVEMENTS

Application for Acceptance of Improvements

(To be owned, operated and maintained by the District)

Applicant Name: _____

Applicant Address: State: _____ **Zip:** __

Daytime Phone #: () _____ **Alt./Cell:** () _____

Email: _____

Description and Location of Public Infrastructure: (please include a narrative description and attach maps/exhibits showing the location of all improvements) _____

Public Improvement Category and Costs: (a separate spreadsheet with the information set forth below may be provided in lieu of completing the chart below)

| Description of Improvement | Improvements located within District Property, Easements, or Public ROW | Hard Construction Costs (including Staking and Testing) <i>Please include name of vendor next to dollar amount</i> | Soft Costs (Engineering, Legal, Planning, Landscape & Irrigation Design) <i>Please include name of vendor next to dollar amount</i> |
|---|--|--|--|
| Street Improvements: | | | |
| Water Improvements: | | | |
| Sanitary Sewer Improvements: | | | |
| Parks & Recreation, Landscaping & Irrigation: | | | |
| Other Improvements: | | | |

| | | | |
|--|--|--|--|
| | | | |
|--|--|--|--|

Required to be submitted:

- Completed and Signed Application
- Bid Tabulation and Evaluation
- Contracts and Approved Change Orders
- Invoices and Pay Applications
- Evidence of Payment
- Lien Waivers
- Approved Landscape Plan and Landscape Architect or Engineer Certification of Landscape Improvements (if applicable)
 - Test Results for improvements conforming to industry standards, Videos, CADD files, etc.
 - Pressure Test Results for any irrigation system (if applicable)
 - Evidence of Real Property Interests in favor of District (if applicable)
 - Partial Release from lender (if applicable)
 - Record Drawings certified by a professional engineer or licensed land surveyor
 - Engineer Certification of Public Infrastructure
 - Assignment of Warranties or Guaranties
 - Operation and Maintenance Manuals
 - Signed Bill of Sale and Warranty Agreement
 - Title Commitment (if applicable)
 - Special Warranty Deed (if applicable)

If any of the materials above are not included in the submission, please provide reason: _____

Total amount of District Eligible Costs requested for reimbursement: \$ _____

By its signature below, Applicant certifies that this Application for Acceptance of Improvements and all documents submitted in support of this application are true and correct, and that the Applicant is authorized to sign this application and convey the Improvements set forth in this application to West Boyd Metropolitan District No. 1, free and clear of any liens or encumbrances whatsoever, in accordance with the Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement with the District.

Signature: _____

Date: _____

EXHIBIT C

(To Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement)

FORM OF SUBORDINATE PROMISSORY NOTE

WEST BOYD METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000)

INTEREST RATE: Prime Interest Rate (as reported on the date of issuance by *The Wall Street Journal*) plus 3% (the “Total Interest Rate”) up to a maximum Total Interest Rate of 8.5%, Simple Interest

DATED: October 19, 2023

REGISTERED OWNER: PFLVD, LLC (“PFLVD”)

MATURITY DATE: December 18, 2059

West Boyd Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above (or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto) together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above or registered assigns, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and/or principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to unpaid accrued interest, then to the principal amount outstanding on this Note. This Note shall be paid in full from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to PFLVD pursuant to that certain Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement entered into between the District and PFLVD, dated October 19, 2023, (the “Agreement”), the terms of which

are hereby incorporated by reference, and has been executed and delivered to refund the 2022 Note (as defined in the Agreement) and to pay for certain indebtedness incurred by the District as set forth in the Agreement.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein. In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.*

Failure by the District to repay PFLVD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

Upon acceptance of any Certified District Eligible Costs (as defined in the Agreement) by the District and upon each advance made to, or approved expenditure made on behalf of, the District by PFLVD pursuant to the Agreement, the District shall indicate on Schedule "A" of this Note: (i) the amount of Certified District Eligible Costs accepted by the District or funds advanced to or expended on behalf of the District; (ii) the date of the advance or expenditure; (iii) the total funds accepted, advanced and/or expended to date under the Note; and (iv) the total unpaid accrued interest due thereon. Any payments made on the Note by the District shall also be evidenced on Schedule "A" attached hereto.

Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

THIS NOTE IS A SPECIAL, LIMITED OBLIGATION OF THE DISTRICT AND SHALL BE PAYABLE SOLELY FROM CERTAIN REVENUES SPECIFIED IN THE AGREEMENT. THIS NOTE SHALL NOT CONSTITUTE A DEBT OR OBLIGATION OF THE STATE OF COLORADO OR LARIMER COUNTY, COLORADO. PFLVD SHALL HAVE NO RIGHT TO COMPEL THE EXERCISE OF THE TAXING POWER OF THE STATE OF COLORADO OR LARIMER COUNTY TO PAY THIS NOTE OR THE

INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY.

BY ITS ACCEPTANCE HEREOF, PFLVD ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

The District waives demand, presentment, and notice of dishonor and protest with respect to any payment due hereunder. No waiver of any payment or other right under this Note shall operate as a waiver of any other payment or right, including right of offset. If PFLVD enforces this Note upon default, the District shall pay or reimburse PFLVD for reasonable expenses incurred in the collection hereof or in the realization of any security hereof, including reasonable attorney's fees.

Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party other than PFLVD without the prior written consent of the District, which may be denied for any reason.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new promissory note to PFLVD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, PFLVD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

(S E A L)

EXHIBIT FORM – DO NOT SIGN

By: Tim DePeder, President

*Signature page to West Boyd Subordinate Promissory Note to
Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement*

SCHEDULE A

EXHIBIT B
(To Resolution)

SUBORDINATE PROMISSORY NOTE

WEST BOYD METROPOLITAN DISTRICT NO. 1
REVENUE AND LIMITED TAX OBLIGATION
SUBORDINATE PROMISSORY NOTE

PRINCIPAL AMOUNT: Up to an amount not to exceed Two Hundred Ten Thousand Dollars (\$210,000)

INTEREST RATE: Prime Interest Rate (as reported on the date of issuance by *The Wall Street Journal*) plus 3% (the “Total Interest Rate”) up to a maximum Total Interest Rate of 8.5%, Simple Interest

DATED: October 19, 2023

REGISTERED OWNER: PFLVD, LLC (“PFLVD”)

MATURITY DATE: December 18, 2059

West Boyd Metropolitan District No. 1 (the “District”), a body corporate, politic and a political subdivision organized under the laws of the State of Colorado, for the value received, hereby promises to pay, but solely and only from, and contingent upon receipt of, the sources hereinafter described, the principal sum stated above (or such lesser amount as may be shown as advanced hereunder as set forth in Schedule “A” attached hereto) together with interest at the rate stated above, which interest shall accrue on said principal sum from and after the date hereof to the maturity date hereof, in lawful money of the United States of America to the registered owner named above or registered assigns, on the maturity date stated above unless this Note shall be prepaid in full, in which case on such payment date.

In any case where the date of maturity for payment of interest and principal on this Note or the date fixed for prepayment hereof shall be a Saturday or Sunday, a legal holiday or a day on which banking institutions in the city or town of payment are authorized by law to close, then payment of interest and/or principal or prepayment price shall be made on the immediately following business day with the same force and effect as if made on the date of maturity or the date fixed for prepayment. Prior to the Maturity Date, and at such time as the District has available funds, this Note may be prepaid, in whole or in part, at any time without redemption premium or other penalty, but with interest accrued on the principal amount prepaid, up to and including the date of prepayment. Any and all prepayments shall first be applied to unpaid accrued interest, then to the principal amount outstanding on this Note. This Note shall be paid in full from the sources hereinafter described prior to the payment of any other obligation of the District that may have a claim on such revenues and would otherwise be available for the payment of this Note as further described herein, other than current operation and maintenance expenses and other budgeted general fund expenditures of the District, and as further provided and limited herein.

This Note is executed, issued and delivered to PFLVD pursuant to that certain Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement entered into between the District and PFLVD, dated October 19, 2023, (the “Agreement”), the terms of which

are hereby incorporated by reference, and has been executed and delivered to refund the 2022 Note (as defined in the Agreement) and to pay for certain indebtedness incurred by the District as set forth in the Agreement.

Pursuant to the Agreement, the District is obligated to repay both the principal amount of this Note and any and all interest accrued thereon, from the revenue sources and in the manner specified in the Agreement, contingent upon the receipt of such funds from said revenue sources, subject to any restrictions provided in the Service Plan and electoral authorization; and further *provided, that any such repayment shall be subject to the annual appropriation of funds by the District and shall be subject to the terms and conditions of, and such repayment obligations shall be subordinate to, the Bonds (as such term is defined in the Agreement) and any refundings thereof, and the provisions of any bond resolution, indenture, pledge agreement, loan document and/or any other document related thereto; and further provided that any mill levy certified by the District for the purpose of repaying advances made hereunder shall not be higher than the Service Plan mill levy cap, as it now exists or may be amended from time to time as provided therein. In no event shall the District impose a mill levy in excess of 50 mills for the repayment of this Note.*

Failure by the District to repay PFLVD as a result of insufficient funds shall not constitute a default hereunder, nor subject the District to any claims and/or causes of action by PFLVD, including mechanic's liens, arising out of the District's nonperformance of its payment obligation. Failure by the District to make a payment of principal or interest due on the Note shall not cause or permit acceleration thereof; rather, the Note shall continue to bear interest at the rate and manner specified herein.

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Neither the Board of Directors of the District, nor any person executing this Note, shall be personally liable hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Note is issued pursuant to and in full compliance with the Constitution and laws of the State of Colorado. All issues arising hereunder shall be governed by the laws of Colorado.

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INTEREST THEREON, NOR TO ENFORCE PAYMENT OF THE SAME AGAINST THE PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY, NOR SHALL THIS NOTE CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE STATE OF COLORADO OR LARIMER COUNTY.

BY ITS ACCEPTANCE HEREOF, PFLVD ACKNOWLEDGES THAT THE DISTRICT AND ITS OFFICERS, ATTORNEYS, EMPLOYEES OR AGENTS NEITHER MAKE, NOR HAVE MADE, ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER AS TO THE PROPER TREATMENT FOR FEDERAL, STATE AND/OR LOCAL INCOME TAX PURPOSES OF THE INTEREST PAYABLE HEREUNDER.

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Notwithstanding any provision herein, or in any instrument now or hereafter securing the obligation of the District specified herein, the total liability for payments in the nature of interest shall not exceed the limit now imposed by the usury laws of the State of Colorado.

This Note shall not be transferable, negotiable, assigned or otherwise payable to any party other than PFLVD without the prior written consent of the District, which may be denied for any reason.

If, for any reason, this Note is determined to be invalid or unenforceable (except in the case of fraud by PFLVD in connection therewith), the District shall issue a new promissory note to PFLVD that is legally enforceable. Said new promissory note shall evidence the District's obligation to repay all amounts due hereunder.

It is hereby certified, recited and declared that all conditions, acts and things required to exist or occur by the Constitution or statutes of the State of Colorado, currently exist and either occurred prior to, or in connection with, the issuance of this Note.

By signing in the space provided below, the District hereby acknowledges and agrees that this Note shall be irrevocable for all purposes and shall be binding upon the District, subject to the provisions herein and the provisions of the Agreement. This Note may not be terminated orally, but only by payments in full or by a written discharge signed by the owner and holder of this Note. Notwithstanding the foregoing, PFLVD acknowledges that the District's obligations hereunder shall terminate on the Maturity Date, even if any portion of the principal sum remains unpaid and outstanding.

IN WITNESS WHEREOF, the District has caused this Note to be executed, in its name and on its behalf, by its President, with an imprint of the District's seal affixed hereon.

**WEST BOYD METROPOLITAN DISTRICT
NO. 1**

(S E A L)

By: Tim DePeder, President

*Signature page to West Boyd Subordinate Promissory Note to
Amended and Restated Improvement Acquisition, Advance and Reimbursement Agreement*

SCHEDULE A