

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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<https://villagesatcastlerockmetrodistrict6.com>

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors</u>	<u>Office</u>	<u>Term/Expiration</u>
Robert N. Martin	President	2025/May 2025
Stanley DePue	Treasurer	2027/May 2027
William Paris	Assistant Secretary	2027/May 2027
Nancy Boehler	Assistant Secretary	2027/May 2027
Eric Kubly	Assistant Secretary	2025/May 2025
David Solin	Secretary	(not an elected position)

DATE: Monday, June 10, 2024

TIME: 1:30 p.m.

PLACE: Zoom Meeting: The meeting can be joined through the directions below:
**Individuals requiring special accommodation to attend and/or participate in the meeting please advise the District Manager (dsolin@sdmsi.com or 303-987-0835) of their specific need(s) before the meeting.*

<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZU3Fqdz09>

Meeting ID: 546 911 9353

Passcode: 912873

Dial In: 1-719-359-4580

I. ADMINISTRATIVE MATTERS

A. Present disclosures of potential conflicts of interest.

B. Confirm quorum, location of the meeting and posting of meeting notices and designate 24-hour posting location. Approve Agenda.

C. Review and approve the Minutes of the October 16, 2023 Special Meeting and the October 16, 2023 Statutory Annual Meeting (enclosures).

D. Discuss District website accessibility matters and authorize necessary actions in connection therewith.

- E. Consider authorizing interested Board Members to attend the 2024 Special District Association’s Annual Conference in Keystone on September 10, 11 and 12, 2024.
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II. PUBLIC COMMENTS

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

- A. Review and ratify approval of payment of claims as follows (enclosures):

Fund	Period ending Oct. 31, 2023	Period ending Nov. 30, 2023	Period ending Dec. 31, 2023	Period ending Jan. 31, 2024
General	\$ 8,851.61	\$ 13,045.43	\$ 21,684.61	\$ 1,149.85
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 8,851.61	\$ 13,045.43	\$ 21,684.61	\$ 1,149.85

Fund	Period ending Feb. 29, 2024	Period ending Mar. 31, 2024	Period ending Apr. 30, 2024	Period ending May 31, 2024
General	\$ 1,691.10	\$ 3,896.40	\$ 5,929.84	\$ 443,055.35
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 1,691.10	\$ 3,896.40	\$ 5,929.84	\$ 443,005.35

- B. Review and accept unaudited quarterly financial statements through the period ending March 31, 2024, and the schedule of cash position statement dated March 31, 2024 (enclosure).
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- C. Conduct Public Hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution No. 2024-06-01, Resolution of Villages at Castle Rock Metropolitan District No. 6 to Amend the 2023 Budget (enclosure).
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- D. Review and consider approval of 2023 Audit and authorize execution of Representations Letter (draft audit – enclosed).
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IV. LEGAL MATTERS

- A. Discuss and consider approval of First Amendment to Intergovernmental Agreement with Town of Castle Rock concerning fire protection and emergency services (enclosure).
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- B. Report on 2024 Legislation that may impact the District.
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V. OPERATION AND MAINTENANCE

- A. Discuss Detention Pond Maintenance.
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- B. Discuss Detention Pond Signage.
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- C. Review and ratify approval of Change Order No.1 to the Service Agreement for Landscape Maintenance – Detention Pond Maintenance between the District and All Phase Landscaping Construction, Inc. (enclosure).
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
OCTOBER 7, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO.6 (THE “DISTRICT”) HELD OCTOBER 16, 2023

A special meeting of the Board of Directors of the Villages At Castle Rock Metropolitan District No. 6 (referred to hereafter as the “Board”) was convened on Monday, October 16, 2023, at 1:30 p.m., and held at Philip S. Miller Library, 100 South Wilcox Street, Castle Rock, Colorado 80104 and via Zoom videoconference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Stanley DePue, Treasurer
William Paris, Assistant Secretary
Nancy Boehler, Assistant Secretary
Eric Kubly, Assistant Secretary

Also, In Attendance Were:

David Solin; Special District Management Services, Inc.

Suzanne M. Meintzer, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP (“CLA”)

Ron McCune, Steve Nickell, Rochelle Nickell and Matt Sanders; District Residents

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute. Attorney Meintzer noted that disclosures of potential conflicts of interest were filed with the Secretary of State for all directors, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

Quorum/Confirmation of Meeting Location/Posting of Notice: Mr. Solin confirmed the presence of a quorum.

RECORD OF PROCEEDINGS

The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting. Following discussion, and upon motion duly made by Director Paris, seconded by Director Boehler, and upon vote unanimously carried, the Board determined to conduct the meeting at the above-stated date, time and location, which is within 20-miles of the District. It was further noted that notice of the time, date and location was duly posted and that no objections to the location or any requests that the meeting place be changed by taxpaying electors within the District's boundaries have been received.

Agenda: The Board reviewed the Agenda for the meeting. Following discussion, upon motion duly made by Director Paris, seconded by Director Boehler, and upon vote unanimously carried, the Board approved the Agenda, as amended, and excused the absence of Director Martin.

Appointment of Acting President: The Board discussed an appointment of Acting President. Following discussion, upon motion duly made, seconded, and unanimously carried, the Board appointed Director DePue as acting president for the meeting.

Minutes of July 10, 2023 Special Meeting: The Board reviewed the Minutes of the July 10, 2023 Special Meeting. Following review and discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board approved the Minutes.

Resignation and Appointment of Secretary to the Board: Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler and, upon vote, unanimously carried, the Board accepted the resignation of Ann Finn as Secretary to the Board, and appointed David Solin as the non-elected recording Secretary to the Board.

Resolution No. 2023-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices: The Board discussed the business to be conducted in 2024. Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board adopted Resolution No. 2023-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices and determined to hold 2024 meetings on June 10, 2024 and October 7, 2024 at 1:30 p.m. via Zoom videoconference.

PUBLIC COMMENT

There were no public comments.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

Payment of Claims: The Board considered ratifying the approval of the payment of claims as follows:

Fund	Period ending June 30, 2023	Period ending July 31, 2023	Period ending Aug. 31, 2023	Period ending Sep. 30, 2023
General	\$ 9,221.12	\$ 8,808.09	\$ 6,697.78	\$ 10,127.36
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Total	\$ 9,221.12	\$ 8,808.09	\$ 6,697.78	\$ 10,127.36

Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler and, upon vote unanimously carried, the Board ratified approval of the payment of the claims.

Unaudited Financial Statements and Cash Position: Ms. Ross reviewed the unaudited financial statements and statement of cash position for the period ending September 30, 2023 with the Board. Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board accepted the unaudited financial statements and statement of cash position.

2023 Audit Preparation: Following discussion, upon motion duly made by Director DePue, seconded by Director Paris, and upon vote unanimously carried, the Board approved the engagement of Dazzio & Associates, PC to perform the District's 2023 Audit, for an amount not to exceed \$5,600.

Public Hearing on Amendment to 2023 Budget: Acting President DePue opened the public hearing to consider an amendment to the 2023 Budget.

It was noted that publication of a Notice stating that the Board would consider amendment of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to the public hearing.

No public comments were received, and the public hearing was closed.

It was noted that an amendment to the 2023 Budget was not required.

Public Hearing on 2024 Budget: Acting President DePue opened the public hearing to consider the proposed 2024 Budget and to discuss related issues.

It was noted that a Notice stating that the Board would consider adoption of the 2024 budget and the date, time and place of the public hearing was published

RECORD OF PROCEEDINGS

pursuant to statute. No written objections were received prior to the public hearing.

The members of the public in attendance asked multiple questions regarding the mill levies, debt payments, the Intergovernmental Agreement with the Town of Castle Rock regarding Fire Protection, and other District expenses and revenues. The Board Members and District Staff responded to these questions and the public hearing was closed at approximately 3:15 p.m.

The Board reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

Upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board approved the 2024 Budget, as discussed, and considered adoption of Resolution No. 2023-10-02 to Adopt the 2024 Budget and Appropriate Sums of Money and Resolution No. 2023-10-03 to Set Mill Levies (3.200 mills in the General Fund, 63.786 mills in the Debt Service Fund, and 10.000 mills for Fire Protection and Emergency Response for a total mill levy of 76.986 mills.) Following discussion, upon vote unanimously carried, the Board adopted the Resolutions and authorized execution of the Certification of Budget. The District Accountant was directed to transmit the Certification of Tax Levies to the Board of County Commissioners of Douglas County no later than January 10, 2024. Mr. Solin was directed to transmit the Certification of Budget to the Division of Local Government no later than January 30, 2024.

Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan: Attorney Meintzer discussed the Resolution 2023-10-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan with the Board. Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board adopted Resolution 2023-10-04, Resolution Authorizing Adjustment of the District Mill Levy in Accordance with the Service Plan.

DLG-70 Mill Levy Certification Form: Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board authorized the District Accountant to prepare and for Director DePue or Director Paris to sign the DLG-70 Mill Levy Certification Form for certification to the Board of County Commissioners and other interested parties.

RECORD OF PROCEEDINGS

Preparation of 2025 Budget: Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler, and upon vote unanimously carried, the Board appointed the District Accountant to prepare the District's 2025 Budget and set the 2025 Budget Hearing for October 7, 2024.

LEGAL MATTERS

Section 32-1-809, C.R.S. Requirements (Transparency Notice): Attorney Meintzer discussed the special district transparency requirements of Section 32-1-809, C.R.S. with the Board. Following discussion, the Board directed that the Special District Transparency Notice be posted on the Special District Association website and the District website.

Resolution No. 2023-10-05, Resolution Amending Policy on Colorado Open Records Act Requests: Attorney Meintzer discussed Resolution No. 2023-10-05, Resolution Amending Policy on Colorado Open Records Act Requests with the Board. Following discussion, upon motion duly made by Director DePue, seconded by Director Boehler and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-10-05, Resolution Amending Policy on Colorado Open Records Act Requests.

Intergovernmental Agreement with Town of Castle Rock: Attorney Meintzer discussed the Intergovernmental Agreement with Town of Castle Rock concerning fire protection and emergency services with the Board. The Board noted there are no anticipated changes at this time.

OPERATION AND MAINTENANCE

Cyber Security and Increased Crime Coverage: Attorney Meintzer discussed cyber security issues and increased crime coverage options with the Board. Following discussion, upon motion duly made by Director Paris, seconded by Director DePue and, upon vote, unanimously carried, the Board authorized an increase in crime coverage to \$100,000.

Detention Pond Maintenance: Mr. Solin discussed the detention pond maintenance with the Board. No action was taken.

OTHER MATTERS

2024 Statement of Work with CLA: Ms. Ross discussed the 2024 Statement of Work for Accounting Services with the Board. Following discussion, upon motion duly made, seconded, and unanimously carried, the Board approved the Statement of Work for Accounting Services with CLA.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO.6 (THE “DISTRICT”) HELD OCTOBER 16, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Board of Directors of the District (referred to hereafter as the “Board”) was convened on Monday, October 16, 2023, at 1:15 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Stanley DePue, Treasurer
William Paris, Assistant Secretary
Nancy Boehler, Assistant Secretary
Eric Kubly, Assistant Secretary

Also, In Attendance Were:

David Solin; Special District Management Services, Inc.

Suzanne M. Meintzer, Esq.; McGeady Becher P.C.

Lindsay Ross; CliftonLarsonAllen LLP (“CLA”)

Ron McCune, Steve Nickell, Rochelle Nickell and Matt Sanders; Residents

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds: The District consultants presented information regarding the status of public infrastructure projects within the District, including the status of outstanding bonds.

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District Accountant presented the District’s Unaudited

RECORD OF PROCEEDINGS

Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District's adopted budget, for the calendar year.

Public Questions: There were no public questions.

ADJOURNMENT

There being no further business to come before the Board at this time, the annual meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

Villages at Castle Rock Metropolitan District No. 6

October-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
All Phase Landscape	MO110712	9/1/2023	10/1/2023	\$ 1,614.27	Pond Maintenance	7607-30803
Bill Paris	9.11.2023	9/11/2023	9/11/2023	\$ 625.88	Miscellaneous	7480
CliftonLarsonAllen LLP	3908428	9/30/2023	9/30/2023	\$ 2,040.94	Accounting	7000
Colorado Community Media	95502	9/15/2023	10/15/2023	\$ 33.92	Miscellaneous	7480
Colorado Special District P&L Pool	24WC-60734-0047	8/14/2023	8/14/2023	\$ 450.00	Insurance	7360
MCGEADY BECHER P.C.	39M 8-2023	8/31/2023	8/31/2023	\$ 1,224.11	Legal	7460
MCGEADY BECHER P.C.	39M 9-2023	9/30/2023	9/30/2023	\$ 994.83	Legal	7460
Special District Mgmt. Services, Inc	Sep-23	9/30/2023	9/30/2023	\$ 1,246.20	District management	7440
Stanley DePue	9.11.2023	9/11/2023	9/11/2023	\$ 621.46	Miscellaneous	7480
				\$ 8,851.61		

Villages at Castle Rock Metropolitan District No. 6
October-23

	General	Debt	Capital	Totals
Disbursements	\$ 8,851.61			\$ 8,851.61
	-			
<u>Total Disbursements from Checking Accounts</u>	<u>\$ 8,851.61</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 8,851.61</u>

Villages at Castle Rock Metropolitan District No. 6
November-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
All Phase Landscape	MO111092	10/6/2023	11/5/2023	\$ 1,614.27	Pond Maintenance	7607-30803
CliftonLarsonAllen LLP	3957442	11/8/2023	11/8/2023	\$ 5,271.24	Accounting	7000
Colorado Community Media	97586	10/13/2023	11/12/2023	\$ 33.92	Miscellaneous	7480
Colorado Special District P&L Pool	24870	10/19/2023	10/19/2023	\$ 89.00	Insurance	7360
Special District Mgmt. Services, Inc	Oct-23	10/31/2023	10/31/2023	\$ 3,037.00	District management	7440
U.S. Bank	7035586	11/3/2023	11/3/2023	\$ 3,000.00	Paying agent fees	7591
				\$ 13,045.43		

Villages at Castle Rock Metropolitan District No. 6
November-23

	General	Debt	Capital	Totals
Disbursements	\$ 13,045.43			\$ 13,045.43
		-		
<u>Total Disbursements from Checking Account</u>	<u>\$ 13,045.43</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 13,045.43</u>

Villages at Castle Rock Metropolitan District No. 6
December-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CliftonLarsonAllen LLP	3986793	11/29/2023	11/29/2023	\$ 2,481.15	Accounting	7000
Colorado Special District P&L Pool	24PL-60734-3197	11/18/2023	11/18/2023	\$ 11,469.00	Insurance	7360
MCGEADY BECHER P.C.	39M 10.2023	10/31/2023	10/31/2023	\$ 5,673.67	Legal	7460
Special District Mgmt. Services, Inc	11.2023	11/30/2023	11/30/2023	\$ 2,060.79	District management	7440
				\$ 21,684.61		

Villages at Castle Rock Metropolitan District No. 6
December-23

	General	Debt	Capital	Totals
Disbursements	\$ 21,684.61			\$ 21,684.61
	-			
<u>Total Disbursements from Checking Accounts</u>	<u>\$ 21,684.61</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 21,684.61</u>

Villages at Castle Rock Metropolitan District No. 6
 January-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
MCGEADY BECHER P.C.	39H 12.2023	12/31/2023	12/31/2023	\$ 363.59	Legal	7460
MCGEADY BECHER P.C.	39H 11.2023	11/30/2023	11/30/2023	\$ 368.66	Legal	7460
Special District Mgmt. Services, Inc	Dec-23	12/31/2023	12/31/2023	\$ 417.60	District management	7440
				\$ 1,149.85		

Villages at Castle Rock Metropolitan District No. 6
January-24

	General	Debt	Capital	Totals
Disbursements	\$ 1,149.85			\$ 1,149.85
	-			
<u>Total Disbursements from Checking Account</u>	<u>\$ 1,149.85</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,149.85</u>

Villages at Castle Rock Metropolitan District No. 6
February-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
Special District Mgmt. Services, Inc	1.2024	1/31/2024	1/31/2024	\$ 1,691.10	District management	7440
				\$ 1,691.10		

Villages at Castle Rock Metropolitan District No. 6
February-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 1,691.10			\$ 1,691.10
		-		
<u>Total Disbursements from Checking Acc</u>	<u>\$ 1,691.10</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,691.10</u>

Villages at Castle Rock Metropolitan District No. 6

March-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
MCGEADY BECHER P.C.	39H 1.2024	1/31/2024	1/31/2024	\$ 2,371.82	Legal	7460
Special District Association	2024 Renewal	2/22/2024	2/22/2024	\$ 788.25	Miscellaneous	7480
Special District Mgmt. Services, Inc	2.2024	2/29/2024	2/29/2024	\$ 736.33	District management	7440
				\$ 3,896.40		

Villages at Castle Rock Metropolitan District No. 6
March-24

	General	Debt	Capital	Totals
Disbursements	\$ 3,896.40			\$ 3,896.40
	-			
<u>Total Disbursements from Checking Ac</u>	<u>\$ 3,896.40</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,896.40</u>

Villages at Castle Rock Metropolitan District No. 6
 April-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CliftonLarsonAllen LLP	L241138768	3/17/2024	3/17/2024	\$ 740.53	Accounting	7000
MCGEADY BECHER P.C.	39H 03.2024	3/31/2024	3/31/2024	\$ 363.60	Legal	7460
MCGEADY BECHER P.C.	39H 2.2024	2/29/2024	2/29/2024	\$ 1,618.02	Legal	7460
Special District Mgmt. Services, Inc	3.2024	3/31/2024	3/31/2024	\$ 877.69	District management	7440
U.S. Bank	7196710	1/25/2024	1/25/2024	\$ 2,330.00	Paying agent fees	7591
				\$ 5,929.84		

Villages at Castle Rock Metropolitan District No. 6
April-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 5,929.84			\$ 5,929.84
	-			
<u>Total Disbursements from Checking Account</u>	<u>\$ 5,929.84</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 5,929.84</u>

Villages at Castle Rock Metropolitan District No. 6
 May-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
CliftonLarsonAllen LLP	L241278948	4/30/2024	4/30/2024	\$ 5,140.36	Accounting	7000
CliftonLarsonAllen LLP	L241214122	4/17/2024	4/17/2024	\$ 5,431.31	Accounting	7000
Special District Mgmt. Services, Inc	4.2024	4/30/2024	4/30/2024	\$ 749.99	District management	7440
Town of Castle Rock	1592	4/24/2024	5/24/2024	\$ 431,733.69	Fire Protection IGA Payable	2506-30803
				\$ 443,055.35		

Villages at Castle Rock Metropolitan District No. 6
May-24

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 443,055.35			\$ 443,055.35
	-			
<u>Total Disbursements from Checking Account</u>	<u>\$ 443,055.35</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 443,055.35</u>

VILLAGES AT CASTLE ROCK METRO NO. 6

FINANCIAL STATEMENTS

MARCH 31, 2024

Villages at Castle Rock Metro Dist No. 6
Balance Sheet - Governmental Funds
March 31, 2024

	<u>General</u>	<u>Debt Service</u>	<u>Total</u>
Assets			
Checking Account	\$ 363,328.58	\$ 1,829,463.39	\$ 2,192,791.97
Colotrust	735,468.33	34,297.88	769,766.21
2007 Bond Fund	-	10.31	10.31
2007 Redemption Account	-	655.07	655.07
2007 Surplus Fund	-	66,113.30	66,113.30
2021A Surplus Fund	-	500,000.00	500,000.00
Receivable from County Treasurer	19,620.10	120,074.90	139,695.00
Total Assets	<u>\$ 1,118,417.01</u>	<u>\$ 2,550,614.85</u>	<u>\$ 3,669,031.86</u>
Liabilities			
Accounts Payable	\$ 15,099.84	\$ 2,330.00	\$ 17,429.84
Fire Protection IGA Payable	716,319.42	-	716,319.42
Total Liabilities	<u>731,419.26</u>	<u>2,330.00</u>	<u>733,749.26</u>
Fund Balances	<u>386,997.75</u>	<u>2,548,284.85</u>	<u>2,935,282.60</u>
Liabilities and Fund Balances	<u>\$ 1,118,417.01</u>	<u>\$ 2,550,614.85</u>	<u>\$ 3,669,031.86</u>

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

Villages at Castle Rock Metro Dist No. 6
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending March 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 185,263.00	\$ 92,453.45	\$ 92,809.55
Interest income	10,000.00	10,004.93	(4.93)
Property Taxes - Fire Protection IGA	578,946.00	288,917.03	290,028.97
Total Revenue	<u>774,209.00</u>	<u>391,375.41</u>	<u>382,833.59</u>
Expenditures			
Accounting	46,000.00	9,762.53	36,237.47
Auditing	5,600.00	-	5,600.00
County Treasurer's Fee	11,463.00	5,720.62	5,742.38
Insurance	15,000.00	11,919.00	3,081.00
District management	25,000.00	3,305.12	21,694.88
Legal	25,000.00	4,353.44	20,646.56
Miscellaneous	3,500.00	788.25	2,711.75
Fire protection	570,262.00	284,585.73	285,676.27
Pond Maintenance	30,000.00	-	30,000.00
Contingency	20,175.00	-	20,175.00
Total Expenditures	<u>752,000.00</u>	<u>320,434.69</u>	<u>431,565.31</u>
Net Change in Fund Balances	22,209.00	70,940.72	(48,731.72)
Fund Balance - Beginning	285,531.00	316,057.03	(30,526.03)
Fund Balance - Ending	<u>\$ 307,740.00</u>	<u>\$ 386,997.75</u>	<u>\$ (79,257.75)</u>

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

SUPPLEMENTARY INFORMATION

Villages at Castle Rock Metro Dist No. 6
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending March 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 3,692,865.00	\$ 1,842,886.13	\$ 1,849,978.87
Specific ownership taxes	401,137.00	84,243.37	316,893.63
Interest income	21,304.00	1,273.75	20,030.25
Total Revenue	<u>4,115,306.00</u>	<u>1,928,403.25</u>	<u>2,186,902.75</u>
Expenditures			
County Treasurer's Fee	55,393.00	27,643.56	27,749.44
Paying agent fees	5,330.00	2,330.00	3,000.00
Bond Interest - 2007	496,714.00	-	496,714.00
Bond Interest - 2021A	1,206,356.00	-	1,206,356.00
Bond Interest - 2021B	2,342,902.00	-	2,342,902.00
Contingency	95,305.00	-	95,305.00
Total Expenditures	<u>4,202,000.00</u>	<u>29,973.56</u>	<u>4,172,026.44</u>
Net Change in Fund Balances	(86,694.00)	1,898,429.69	(1,985,123.69)
Fund Balance - Beginning	649,855.00	649,855.16	(0.16)
Fund Balance - Ending	<u>\$ 563,161.00</u>	<u>\$ 2,548,284.85</u>	<u>\$ (1,985,123.85)</u>

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

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
Schedule of Cash Position
March 31, 2024
Updated as April 17, 2024

	<u>General Fund</u>	<u>IGA Funds</u>	<u>Total General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>Wells Fargo Bank - Checking</u>					
Balance as of 3/31/24	\$ 92,650.04	\$ 270,678.54	\$ 363,328.58	\$ 1,829,463.39	\$ 2,192,791.97
Subsequent activities:					
04/10/24 Property Tax - March	4,756.39	14,863.71	19,620.10	120,074.90	139,695.00
Anticipated Activities:					
<i>Fire IGA Payment</i>	-	(431,733.69)	(431,733.69)	-	(431,733.69)
<i>Transfer to/from ColoTrust Acct</i>	(50,000.00)	146,192.00	96,192.00	(1,944,208.29)	(1,848,016.29)
<i>Bill.com Payables</i>	(3,599.84)	-	(3,599.84)	(2,330.00)	(5,929.84)
<i>Anticipated Balance</i>	<u>43,806.59</u>	<u>0.56</u>	<u>43,807.15</u>	<u>3,000.00</u>	<u>46,807.15</u>
<u>ColoTrust</u>					
Balance as of 3/31/24	304,691.16	430,777.17	735,468.33	34,297.88	769,766.21
Subsequent activities:					
Anticipated Activities:					
<i>Transfer to/from Wells Fargo Checking</i>	50,000.00	(146,192.00)	(96,192.00)	1,944,208.29	1,848,016.29
<i>Anticipated Balance</i>	<u>354,691.16</u>	<u>284,585.17</u>	<u>639,276.33</u>	<u>1,978,506.17</u>	<u>2,617,782.50</u>
<u>US Bank Series 2007 Bond Fund</u>					
Balance as of 3/31/24	-	-	-	10.31	10.31
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10.31</u>	<u>10.31</u>
<u>US Bank Series 2007 Surplus Fund</u>					
Balance as of 3/31/24	-	-	-	66,113.30	66,113.30
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,113.30</u>	<u>66,113.30</u>
<u>US Bank Series 2007 Redemption Fund</u>					
Balance as of 3/31/24	-	-	-	655.07	655.07
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>655.07</u>	<u>655.07</u>
<u>US Bank Series 2021A Bond Fund</u>					
Balance as of 3/31/24	-	-	-	-	-
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>US Bank Series 2021B Bond Fund</u>					
Balance as of 3/31/24	-	-	-	-	-
Subsequent activities:					
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>US Bank Series 2021A Surplus Fund (\$500,000 Required)</u>					
Balance as of 3/31/24	-	-	-	500,000.00	500,000.00
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000.00</u>	<u>500,000.00</u>
<i>Total Anticipated Balance</i>	<u>\$ 398,497.75</u>	<u>\$ 284,585.73</u>	<u>\$ 683,083.48</u>	<u>\$ 2,547,629.78</u>	<u>\$ 3,230,713.26</u>
<u>Yield Information (03/31/2024)</u>					
ColoTrust 5.4521%					

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

VILLAGES at CASTLE ROCK #6
Property Taxes Reconciliation
2024

	Current Year							Prior Year				
	Property Taxes		Specific Ownership Taxes	Interest	Treasurer's Fees	Due to County	Net Amount Received	% of Total Current Property Taxes Received to Taxes Levied		Total Cash Received	% of Total Property Taxes Received to Taxes Levied	
	Current	Delinquent/ Abated						Monthly	Y-T-D		Monthly	Y-T-D
January	\$ 37,172.48		\$ 31,868.72	\$ -	\$ (557.59)		\$ 68,483.61	0.83%	0.83%	\$ 86,501.28	2.01%	2.01%
February	2,070,930.99	-	27,109.43	-	(31,063.98)	-	2,066,976.44	46.46%	47.30%	\$ 1,439,048.02	45.43%	47.44%
March	116,153.13	-	25,265.22	19.25	(1,742.60)	-	139,695.00	2.61%	49.90%	\$ 82,601.80	1.83%	49.27%
April	-	-	-	-	-	-	-	0.00%	49.90%	\$ 226,710.25	6.60%	55.87%
May	-	-	-	-	-	-	-	0.00%	49.90%	\$ 148,244.04	3.90%	59.77%
June	-	-	-	-	-	-	-	0.00%	49.90%	\$ 1,247,092.49	39.29%	99.06%
July	-	-	-	-	-	-	-	0.00%	49.90%	\$ 41,921.98	0.52%	99.58%
August	-	-	-	-	-	-	-	0.00%	49.90%	\$ 31,697.38	0.13%	99.72%
September	-	-	-	-	-	-	-	0.00%	49.90%	\$ 24,952.84	0.03%	99.75%
October	-	-	-	-	-	-	-	0.00%	49.90%	\$ 27,394.66	0.07%	99.82%
November	-	-	-	-	-	-	-	0.00%	49.90%	\$ 30,350.95	0.14%	99.95%
December	-	-	-	-	-	-	-	0.00%	49.90%	\$ 18,973.30	0.00%	99.95%
Payment to County	-	-	-	-	-	-	-	0.00%	49.90%	\$ -	0.00%	99.95%
	\$ 2,224,256.60	\$ -	\$ 84,243.37	\$ 19.25	\$ (33,364.17)	\$ -	\$ 2,275,155.05	49.90%	49.90%	\$ 3,405,488.99	99.95%	99.95%

Property Taxes

	Taxes Levied	MILL LEVY Allocation	Property Taxes Collected	% Collected to Amount Levied
General Fund	\$ 185,263.00	3.200	\$ 92,453.45	49.90%
Debt Service Fund	3,692,865.00	63.786	1,842,886.13	49.90%
Fire Protection IGA	578,946.00	10.000	288,917.02	49.90%
	\$ 4,457,074.00	76.986	\$ 2,224,256.60	

Specific Ownership Taxes

	Taxes/Fees Budgeted	% of Budgeted/ Mill Levy Allocation	Taxes/Fees Collected	% Collected to Amount Budgeted
Debt Service Fund	\$ 401,137.00	100.00%	\$ 84,243.37	21.00%
	\$ 401,137.00	100.00%	\$ 84,243.37	

Treasurer's Fees

	Taxes/Fees Budgeted	% of Budgeted/ Mill Levy Allocation	Taxes/Fees Collected	% Collected to Amount Budgeted
General Fund	\$ 2,779.00	3.200	\$ 1,386.82	49.90%
Debt Service Fund	55,393.00	63.786	27,643.56	49.90%
Fire Protection IGA	8,684.00	10.000	4,333.80	49.91%
	\$ 66,856.00	76.986	\$ 33,364.17	

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

**VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

The Villages at Castle Rock Metropolitan District No. 6, a quasi-municipal corporation and political subdivision of the State of Colorado, was organized by Ordinance of the Town of Castle Rock on August 15, 1984. The District was established to provide construction, installation, financing and operation of public improvements, including water, sanitary, storm sewer, streets, park and recreation facilities, safety, transportation, television relay, fire protection, and mosquito control primarily for single family residential development within the District. The District's service area is located entirely within the Town of Castle Rock, Douglas County, Colorado.

On May 4, 2004, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$60,000,000 for general obligation bonds at an interest rate not to exceed 18% per annum. In addition, the electors authorized the refunding of up to \$60,000,000 in general obligation bonds at a higher interest rate.

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

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

Revenues

Property Taxes

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

The District's maximum Required Mill Levy is 50.000 mills for the Debt Service Fund, adjusted for changes in the ratio of actual value to assessed value of property within the District. Required Mill Levy means an ad valorem mill levy imposed upon all taxable property of the District each year in an amount sufficient to pay the principal, premium if any, and interest on the Bonds as the same become due and payable. As of December 31, 2023, the adjusted maximum mill levy for debt service is 63.786 mills.

The Second Amended and Restated Service Plan states that in addition to the mill levy for payment of debt service and for operations and maintenance, which is 10.000 mills, the District has a mill levy of 10.000 mills, which is pledged to the Town pursuant to the Fire Protection and Emergency Response IGA.

**VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Revenues (continued)

Property Taxes (continued)

The calculation of the taxes levied is displayed on the Property Tax Summary page of the budget using the adopted mill levy imposed by the District.

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

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

Specific Ownership Taxes

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The forecast assumes that the District's share will be equal to approximately 9% of the property taxes collected by the District. The budget assumes that all of the specific ownership taxes will be pledged to debt service on the bonds during the term the bonds are outstanding.

Net Investment Income

Interest earned on the District's available funds has been estimated based on historical data.

Expenditures

Administrative and Operating Expenditures

Administrative and operating expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, management, insurance, meeting expense, and other administrative expenses. Estimated expenditures related to detention pond maintenance are also included in the General Fund budget.

County Treasurer's Fees

County Treasurer's fees have been computed at 1.5% of property tax collections.

**VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Expenditures (continued)

Debt Service

Principal and interest payments are provided based on the debt amortization schedule from the Series 2007 Bonds and Series 2021A Bonds (discussed under Debt and Leases). As the exact timing and amount of 2021B payments is unknown, a debt service schedule isn't presented.

Debt and Leases

The District issued the 2021A Senior Bonds and the 2021B Subordinate Bonds on July 15, 2021 (the "Closing Date"), in the respective par amounts of \$29,245,000 and \$27,709,000. Net proceeds from the sale of the 2021A Senior Bonds will be used to: (i) purchase and cancel a portion of the accreted value of the District's currently outstanding 2007 Senior Bonds; (ii) refund the 2007 Subordinate Obligations; (iii) fund an initial deposit to the 2021A Surplus Fund; and, (iv) pay certain costs in connection with the issuance of the 2021A Senior Bonds and 2021B Subordinate Bonds. The 2021B Subordinate Bonds will be issued in exchange for the purchase and cancellation of a portion of the accreted value of the 2007 Senior Bonds.

The 2021A Senior Bonds will bear interest at 4.125% and are payable semiannually, to the extent of available Senior Pledged Revenue, on June 1 and December 1 (each an "Interest Payment Date"), beginning on December 1, 2021. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2038. The 2021A Senior Bonds mature on December 1, 2051.

The 2021B Subordinate Bonds will bear interest at the rate of 5.700% per annum and are subject to mandatory redemption annually on December 1, beginning December 1, 2021 from, and to the extent of, available Subordinate Pledged Revenue, if any, and mature on December 1, 2051. The 2021B Subordinate Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest due prior to the final maturity date. Unpaid interest will accrue and compound annually on each December 1 until sufficient Subordinate Pledged Revenue is available for payment.

The 2007 Senior Bonds were issued in the original principal amount of \$22,647,881.60 and were comprised of 50,917 Bond Units with: 1) 16,786 Bond Units maturing on December 1, 2017 and subject to mandatory sinking fund redemption, to the extent of available funds, from December 1, 2010 through December 1, 2017 ("Bond No. 1"); and, 2) 34,131 Bond Units maturing on December 1, 2037 and subject to mandatory sinking fund redemption, to the extent of available funds, from December 1, 2018 through December 1, 2037 ("Bond No. 2"). Following the 2021 refunding, 4,847.51 Bond Units of Bond No. 2 remain outstanding on the Closing Date. 1, 2020.

The District has no operating or capital leases.

**VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Reserves

Emergency Reserve

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

This information is an integral part of the accompanying budget.

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY**

\$29,245,000 Series 2021A
Limited Tax General Obligation Refunding Bonds
Interest Rate: 4.125%
Series 2021A
Interest Payable June 1 and December 1
Principal Due December 1

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ -	\$ 1,206,356	\$ 1,206,356
2025	-	1,206,356	1,206,356
2026	-	1,206,356	1,206,356
2027	-	1,206,356	1,206,356
2028	-	1,206,356	1,206,356
2029	-	1,206,356	1,206,356
2030	-	1,206,356	1,206,356
2031	-	1,206,356	1,206,356
2032	-	1,206,356	1,206,356
2033	-	1,206,356	1,206,356
2034	-	1,206,356	1,206,356
2035	-	1,206,356	1,206,356
2036	-	1,206,356	1,206,356
2037	-	1,206,356	1,206,356
2038	700,000	1,206,356	1,906,356
2039	1,210,000	1,177,481	2,387,481
2040	1,405,000	1,127,569	2,532,569
2041	1,460,000	1,069,613	2,529,613
2042	1,670,000	1,009,388	2,679,388
2043	1,740,000	940,500	2,680,500
2044	1,975,000	868,725	2,843,725
2045	2,055,000	787,256	2,842,256
2046	2,310,000	702,488	3,012,488
2047	2,405,000	607,200	3,012,200
2048	2,685,000	507,994	3,192,994
2049	2,795,000	397,238	3,192,238
2050	3,105,000	281,944	3,386,944
2051	3,730,000	153,863	3,883,863
	<u>\$ 29,245,000</u>	<u>\$ 27,726,600</u>	<u>\$ 56,971,600</u>

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

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
Schedule of Cash Position
March 31, 2024
Updated as May 23, 2024

	<u>General Fund</u>	<u>IGA Funds</u>	<u>Total General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>
<u>Wells Fargo Bank - Checking</u>					
Balance as of 3/31/24	\$ 92,650.04	\$ 270,678.54	\$ 363,328.58	\$ 1,829,463.39	\$ 2,192,791.97
Subsequent activities:					
04/10/24 Property Tax - March	4,756.39	14,863.71	19,620.10	120,074.90	139,695.00
04/30/24 Transfer to ColoTrust	(50,000.00)	146,192.00	96,192.00	(1,944,208.29)	(1,848,016.29)
05/02/24 Bill.com Payables	(3,599.84)	-	(3,599.84)	(2,330.00)	(5,929.84)
05/10/24 Property Tax - April	10,092.74	31,539.81	41,632.55	228,766.33	270,398.88
Anticipated Activities:					
<i>Fire IGA Payment</i>	-	(431,733.69)	(431,733.69)	-	(431,733.69)
<i>Bill.com Payables</i>	(11,321.66)	-	(11,321.66)	-	(11,321.66)
<i>Anticipated Balance</i>	<u>42,577.67</u>	<u>31,540.37</u>	<u>74,118.04</u>	<u>231,766.33</u>	<u>305,884.37</u>
<u>ColoTrust</u>					
Balance as of 3/31/24	304,691.16	430,777.17	735,468.33	34,297.88	769,766.21
Subsequent activities:					
04/30/24 Interest Income	3,279.10	-	3,279.10	152.93	3,432.03
05/01/24 Transfer from Wells Fargo Checking	50,000.00	(146,192.00)	(96,192.00)	1,944,208.29	1,848,016.29
Anticipated Activities:					
<i>Transfer to/from Wells Fargo Checking</i>	-	-	-	-	-
<i>Transfer to US Bank for Debt Serv Pmt</i>	-	-	-	(603,178.13)	(603,178.13)
<i>Anticipated Balance</i>	<u>357,970.26</u>	<u>284,585.17</u>	<u>642,555.43</u>	<u>1,375,480.97</u>	<u>2,018,036.40</u>
<u>US Bank Series 2007 Bond Fund</u>					
Balance as of 3/31/24	-	-	-	10.31	10.31
Subsequent activities:					
04/30/24 Interest Income	-	-	-	0.04	0.04
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>10.35</u>	<u>10.35</u>
<u>US Bank Series 2007 Surplus Fund</u>					
Balance as of 3/31/24	-	-	-	66,113.30	66,113.30
Subsequent activities:					
04/30/24 Interest Income	-	-	-	267.15	267.15
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>66,380.45</u>	<u>66,380.45</u>
<u>US Bank Series 2007 Redemption Fund</u>					
Balance as of 3/31/24	-	-	-	655.07	655.07
Subsequent activities:					
04/30/24 Interest Income	-	-	-	2.65	2.65
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>657.72</u>	<u>657.72</u>
<u>US Bank Series 2021A Bond Fund</u>					
Balance as of 3/31/24	-	-	-	-	-
Subsequent activities:					
<i>Anticipated Transfer from ColoTrust</i>	-	-	-	603,178.13	603,178.13
<i>Anticipated 6/1 Debt Service Pmt</i>	-	-	-	(603,178.13)	(603,178.13)
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>US Bank Series 2021B Bond Fund</u>					
Balance as of 3/31/24	-	-	-	-	-
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<u>US Bank Series 2021A Surplus Fund (\$500,000 Required)</u>					
Balance as of 3/31/24	-	-	-	500,000.00	500,000.00
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>500,000.00</u>	<u>500,000.00</u>
<i>Total Anticipated Balance</i>	<u>\$ 400,547.93</u>	<u>\$ 316,125.54</u>	<u>\$ 716,673.47</u>	<u>\$ 2,174,295.82</u>	<u>\$ 2,890,969.29</u>
<u>Yield Information (04/30/2024)</u>					
ColoTrust 5.4281%					

RESOLUTION NO. 2024-06-01
RESOLUTION TO AMEND 2023 BUDGET
VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6

WHEREAS, the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 adopted a budget and appropriated funds for the fiscal year 2023 as follows:

General Fund	\$	639,908
Debt Service Fund	\$	2,787,000

WHEREAS, the necessity has arisen for additional expenditures in the Debt Service Fund requiring the unanticipated expenditure of funds in excess of those appropriated for the fiscal year 2024; and

WHEREAS, the expenditure of such funds is a contingency which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures in the Debt Service Fund from Bond proceeds; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Villages at Castle Rock Metropolitan District No. 6 shall and hereby does amend the adopted Budget for the fiscal year 2023 and adopts a supplemental budget and appropriation for the Debt Service Fund for the fiscal year 2023, as follows:

Debt Service Fund	\$	2,800,000
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated from the revenues of the District to the proper funds for the purposes stated.

DATED this 10th day of June, 2024.

VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT NO. 6

By: _____
Secretary

**VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
DEBT SERVICE FUND
2023 BUDGET AMENDMENT**

	ORIGINAL 2023	AMENDED 2023
BEGINNING FUND BALANCES	\$ 562,850	\$ 562,850
REVENUES		
Property taxes	2,502,540	2,502,540
Specific ownership taxes	284,401	284,401
Interest income	600	600
Total revenues	2,787,541	2,787,541
Total funds available	3,350,391	3,350,391
EXPENDITURES		
General and administrative		
County Treasurer's fee	37,538	37,538
Paying agent fees	5,303	5,330
Contingency	38,682	5,251
Debt Service		
Bond Interest - 2007	478,215	478,215
Bond Interest - 2021A	1,206,356	1,206,356
Bond Interest - 2021B	1,020,906	1,067,310
Total expenditures	2,787,000	2,800,000
Total expenditures and transfers out requiring appropriation	2,787,000	2,800,000
ENDING FUND BALANCES	\$ 563,391	\$ 550,391

**THE VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT NO. 6
Douglas County, Colorado**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

YEAR ENDED DECEMBER 31, 2023

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
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INSERT INDEPENDENT AUDITOR'S REPORT

BASIC FINANCIAL STATEMENTS

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
STATEMENT OF NET POSITION
DECEMBER 31, 2023

	Governmental Activities
ASSETS	
Cash and Investments	\$ 721,254
Cash and Investments - Restricted	651,188
Prepaid Insurance	11,919
Receivable from County Treasurer	18,973
Property Tax Receivable	4,457,074
Capital Assets:	
Capital Assets Not Being Depreciated	2,065,418
Total Assets	7,925,826
LIABILITIES	
Accounts Payable	5,689
Fire Protection IGA Payable	431,734
Accrued Interest	111,306
Noncurrent Liabilities:	
Due Within One Year	519,776
Due in More Than One Year	61,807,088
Total Liabilities	62,875,593
DEFERRED INFLOWS OF RESOURCES	
Deferred Property Tax	4,457,074
Total Deferred Inflows of Resources	4,457,074
NET POSITION	
Restricted for:	
Emergency Reserve	20,300
Debt Service	538,549
Net Position - Unrestricted	(59,965,690)
Total Net Position	\$ (59,406,841)

See accompanying Notes to Basic Financial Statements.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
STATEMENT OF ACTIVITIES
YEAR ENDED DECEMBER 31, 2023

		Program Revenues			Net Revenues (Expenses) and Changes in Net Position
Expenses	Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	
FUNCTIONS/PROGRAMS					
Primary Government:					
Governmental Activities:					
General Government	\$ 538,857	\$ -	\$ -	\$ -	
Interest on Long-Term Debt and Related Costs	3,279,028	-	-	-	
Total Governmental Activities	\$ 3,817,885	\$ -	\$ -	\$ -	
GENERAL REVENUES					
Property taxes				2,720,429	
Specific ownership taxes				292,905	
Interest income				41,080	
Property Taxes - Fire Protection IGA				438,108	
Total General Revenues and Transfers				3,492,522	
CHANGES IN NET POSITION				(325,363)	
Net Position - Beginning of Year				(59,081,478)	
NET POSITION - END OF YEAR				\$ (59,406,841)	

See accompanying Notes to Basic Financial Statements.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
BALANCE SHEET
GOVERNMENTAL FUNDS
DECEMBER 31, 2023

ASSETS	General	Debt Service	Total Governmental Funds
Cash and Investments	\$ 721,254	\$ -	\$ 721,254
Cash and Investments - Restricted	20,300	630,888	651,188
Receivable from County Treasurer	6	18,967	18,973
Prepaid Insurance	11,919	-	11,919
Property Tax Receivable	764,209	3,692,865	4,457,074
Total Assets	\$ 1,517,688	\$ 4,342,720	\$ 5,860,408
LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES			
LIABILITIES			
Accounts Payable	\$ 5,689	\$ -	\$ 5,689
Fire Protection IGA Payable	431,734	-	431,734
Total Liabilities	437,423	-	437,423
DEFERRED INFLOWS OF RESOURCES			
Deferred Property Tax	764,209	3,692,865	4,457,074
Total Deferred Inflows of Resources	764,209	3,692,865	4,457,074
FUND BALANCES			
Nonspendable:			
Prepaid Expense	11,919	-	11,919
Restricted for:			
Emergency Reserves	20,300	-	20,300
Debt Service	-	649,855	649,855
Unassigned	283,837	-	283,837
Total Fund Balances	316,056	649,855	965,911
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	\$ 1,517,688	\$ 4,342,720	

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

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. 2,065,418

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

Bonds Payable 2021	(56,954,000)
Bonds Payable 2007	(4,390,219)
Bond Discount	530,054
Accrued Interest Payable	(111,306)
Accrued Interest Payable - 2021B Subordinate Bonds	(1,512,699)

Net Position of Governmental Activities \$ (59,406,841)

See accompanying Notes to Basic Financial Statements.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED DECEMBER 31, 2023

	General	Debt Service	Total Governmental Funds
REVENUES			
Property taxes	\$ 219,054	\$ 2,501,375	\$ 2,720,429
Specific ownership taxes	-	292,905	292,905
Interest income	20,010	21,070	41,080
Property Taxes - Fire Protection IGA	438,108	-	438,108
Total Revenues	677,172	2,815,350	3,492,522
EXPENDITURES			
Current:			
Accounting	36,122	-	36,122
Auditing	5,100	-	5,100
County Treasurer's Fee	9,862	37,538	47,400
District management	14,452	-	14,452
Election	1,417	-	1,417
Fire protection	431,734	-	431,734
Insurance	11,146	-	11,146
Legal	19,109	-	19,109
Miscellaneous	2,839	-	2,839
Pond Maintenance	7,076	-	7,076
Debt Service:			
Bond Interest - 2007	-	478,215	478,215
Bond Interest - 2021A	-	1,206,356	1,206,356
Bond Interest - 2021B	-	1,067,310	1,067,310
Paying agent fees	-	5,330	5,330
Total Expenditures	538,857	2,794,749	3,333,606
NET CHANGE IN FUND BALANCES	138,315	20,601	158,916
Fund Balances - Beginning of Year	177,741	629,254	806,995
FUND BALANCES - END OF YEAR	\$ 316,056	\$ 649,855	\$ 965,911

See accompanying Notes to Basic Financial Statements.

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
 RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES
 IN FUND BALANCES OF THE GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 YEAR ENDED DECEMBER 31, 2023**

Net Change in Fund Balances - Total Governmental Funds	\$	158,916
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Amounts reported for governmental activities in the statement of activities are different because:

The issuance of long-term debt (e.g. bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of government funds. Neither transaction, however, has any effect on net position.

Interest Paid - 2021B Bonds		1,067,310
Accreted Bonds Payable - Change in Liability		102,299

Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Change in Accrued Bond Interest Payable		(1,630,826)
Amortization of Bond Discount		<u>(23,062)</u>

Changes in Net Position of Governmental Activities	\$	<u><u>(325,363)</u></u>
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See accompanying Notes to Basic Financial Statements.

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023**

	Original and Final Budget	Actual Amounts	Variance with Final Budget Positive (Negative)
REVENUES			
Property taxes	\$ 219,156	\$ 219,054	\$ (102)
Interest income	100	20,010	19,910
Property Taxes - Fire Protection IGA	438,312	438,108	(204)
Total Revenues	<u>657,568</u>	<u>677,172</u>	<u>19,604</u>
EXPENDITURES			
Accounting	41,400	36,122	5,278
Auditing	5,500	5,100	400
Contingency	11,709	-	11,709
County Treasurer's Fee	9,862	9,862	-
District management	28,000	14,452	13,548
Election	10,000	1,417	8,583
Fire protection	431,737	431,734	3
Insurance	10,200	11,146	(946)
Legal	28,000	19,109	8,891
Miscellaneous	3,500	2,839	661
Pond Maintenance	60,000	7,076	52,924
Total Expenditures	<u>639,908</u>	<u>538,857</u>	<u>101,051</u>
NET CHANGE IN FUND BALANCE	17,660	138,315	120,655
Fund Balance - Beginning of Year	<u>166,652</u>	<u>177,741</u>	<u>11,089</u>
FUND BALANCE - END OF YEAR	<u><u>\$ 184,312</u></u>	<u><u>\$ 316,056</u></u>	<u><u>\$ 131,744</u></u>

See accompanying Notes to Basic Financial Statements.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 1 DEFINITION OF REPORTING ENTITY

The Villages at Castle Rock Metropolitan District No. 6 (the District), a quasi-municipal corporation and political subdivision of the state of Colorado, was organized by Order and Decree of the Douglas County District Court on August 15, 1984, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District operates under a Second Amended and Restated Service Plan approved by the Town of Castle Rock on April 27, 2004. The District's service area is located in Douglas County, Colorado. The District was established to provide construction, installation, financing and operation of public improvements, including water, sanitary, storm sewer, streets, parks and recreation facilities, safety, transportation, television relay, fire protection, and mosquito control primarily for single-family, residential development within the District.

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

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

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

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Government-Wide and Fund Financial Statements

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

The statement of net position reports all financial and capital resources of the District. The difference between the assets, deferred outflow of resources, liabilities, and deferred inflow of resources of the District is reported as net position.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Government-Wide and Fund Financial Statements (Continued)

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

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

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

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

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

The District reports the following major governmental funds:

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

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

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Budgets

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

The District has amended its annual budget for the year ended December 31, 2023.

Pooled Cash and Investments

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

Property Taxes

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

Property taxes, net of estimated uncollectible taxes, are recorded initially as deferred inflow of resources in the year they are levied and measurable. The property tax revenues are recorded as revenue in the year they are available or collected.

Capital Assets

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

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

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Amortization

In the government-wide financial, bond discounts are deferred and amortized over the life of the bonds using the effective interest method.

Deferred Inflows of Resources

In addition to liabilities, the statement of net position reports a separate section for deferred inflows of resources. This separate financial statement element, *deferred inflows of resources*, represents an acquisition of net assets that applies to a future period and so will not be recognized as an inflow of resources (revenue) until that time. The District has one item that qualifies for reporting in this category. Accordingly, the item, *deferred property tax revenue*, is deferred and recognized as an inflow of resources in the period that the amount becomes available.

Equity

Net Position

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

Fund Balance

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

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

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

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

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

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equity (Continued)

Fund Balance (Continued)

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

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

NOTE 3 CASH AND INVESTMENTS

Cash and investments as of December 31, 2023, are classified in the accompanying financial statements as follows:

Statement of Net Position:

Cash and Investments	\$ 721,254
Cash and Investments - Restricted	<u>651,188</u>
Total Cash and Investments	<u><u>\$ 1,372,442</u></u>

Cash and investments as of December 31, 2023, consist of the following:

Deposits with Financial Institutions	\$ 547,157
Investments	<u>825,285</u>
Total Cash and Investments	<u><u>\$ 1,372,442</u></u>

Deposits with Financial Institutions

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

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

At December 31, 2023, the District’s cash deposits had a bank balance of \$547,157 and a carrying balance of \$547,157.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments

The District has not adopted a formal investment policy; however, the District follows state statutes regarding investments.

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

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

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

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

As of December 31, 2023, the District had the following investments:

<u>Investment</u>	<u>Maturity</u>	<u>Amount</u>
US Treasury Money Market Fund	Weighted-Average Under 60 Days	\$ 65,987
Colorado Local Government Liquid Asset Trust (COLOTRUST)	Weighted-Average Under 60 Days	759,298
Total Investment		<u>\$ 825,285</u>

First American Government Obligation Fund

The debt service money that is included in the trust accounts at U.S. Bank is invested in the First American Government Obligation Fund. This portfolio is a money market mutual fund which invests in U.S. Government Securities, which are fully guaranteed as to principal and interest by the United States, with maturities of 43 days or less and repurchase agreements collateralized by U.S. Government Securities. The Fund is rated AAAM by Standard & Poor's.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments (Continued)

COLOTRUST

The District invested in the Colorado Local Government Liquid Asset Trust (COLOTRUST) (the Trust), an investment vehicle established for local government entities in Colorado to pool surplus funds. The State Securities Commissioner administers and enforces all State statutes governing the Trust. The Trust currently offers three portfolios – COLOTRUST PRIME, COLOTRUST PLUS+, and COLOTRUST EDGE.

COLOTRUST PRIME and COLOTRUST PLUS+, which operate similarly to a money market fund and each share is equal in value to \$1.00, offer daily liquidity. Both portfolios may invest in U.S. Treasury securities and repurchase agreements collateralized by U.S. Treasury securities. COLOTRUST PLUS+ may also invest in certain obligations of U.S. government agencies, highest rated commercial paper, and any security allowed under CRS 24-75-601.

COLOTRUST EDGE, a variable Net Asset Value (NAV) Local Government Investment Pool, offers weekly liquidity and is managed to approximate a \$10.00 transactional share price. COLOTRUST EDGE may invest in securities authorized by Section 24-75-601.1, C.R.S., including U.S. Treasury securities, repurchase agreements collateralized by U.S. Treasury securities, certain obligations of U.S. government agencies, and highest rated commercial paper.

A designated custodial bank serves as custodian for the Trust's portfolios pursuant to a custodian agreement. The custodian acts as safekeeping agent for the Trust's investment portfolios and provides services as the depository in connection with direct investments and withdrawals. The custodian's internal records segregate investments owned by the Trust. COLOTRUST PRIME and COLOTRUST PLUS+ are rated AAAM by Standard & Poor's. COLOTRUST EDGE is rated AA Af/S1 by Fitch Ratings. COLOTRUST records its investments at fair value and the District records its investment in COLOTRUST at net asset value as determined by fair value. There are no unfunded commitments, the redemption frequency is daily or weekly, and there is no redemption notice period.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 4 CAPITAL ASSETS

An analysis of the changes in capital assets for the year ended December 31, 2023 follows:

	Balance at December 31, 2022	Increases	Decreases	Balance at December 31, 2023
Governmental Activities:				
Capital Assets, Not Being Depreciated:				
Detention Ponds	\$ 2,065,418	\$ -	\$ -	\$ 2,065,418
Total Capital Assets, Not Being Depreciated	<u>\$ 2,065,418</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,065,418</u>

During 2020, the remaining capital assets constructed and/or acquired by the District were conveyed to the Town of Castle Rock. The costs of all capital assets transferred to the Town were removed from the District's financial records. It is anticipated that any future capital improvements, with the exception of the detention ponds, will be transferred to the Town.

NOTE 5 LONG-TERM OBLIGATIONS

The District's outstanding long-term obligations at December 31, 2023, were as follows:

	Balance at December 31, 2022	Additions	Reductions	Balance at December 31, 2023	Due Within One Year
Bonds Payable					
2007 Bonds - Accreted Value	\$ 4,492,518	\$ 375,916	\$ 478,215	\$ 4,390,219	\$ 496,714
2021A Bonds	29,245,000	-	-	29,245,000	-
2021B Bonds	27,709,000	-	-	27,709,000	-
2021B Bonds - Accrued Interest	951,434	1,628,575	1,067,310	1,512,699	-
Subtotal Bonds Payable	<u>62,397,952</u>	<u>2,004,491</u>	<u>1,545,525</u>	<u>62,856,918</u>	<u>496,714</u>
Bond Premium/Discount					
Bond Discount - Series 2021A	\$ (553,116)	\$ 23,062	\$ -	\$ (530,054)	23,062
Subtotal Bond Premium / Discount	<u>(553,116)</u>	<u>23,062</u>	<u>-</u>	<u>(530,054)</u>	<u>23,062</u>
Total Long-Term Obligations	<u>\$ 61,844,836</u>	<u>\$ 2,027,553</u>	<u>\$ 1,545,525</u>	<u>\$ 62,326,864</u>	<u>\$ 519,776</u>

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Limited Tax General Obligation Refunding Bonds, Series 2021A (the 2021A Senior Bonds) and **Subordinate Limited Tax General Obligation Refunding Bonds, Series 2021B** (the 2021B Subordinate Bonds, and together with the Senior Bonds, the 2021 Bonds)

Proceeds of the 2021 Bonds

The District issued the 2021 Bonds on July 15, 2021, in the par amounts of \$29,245,000 for the 2021A Senior Bonds and \$27,709,000 for the 2021B Subordinate Bonds. Net proceeds from the sale of the 2021A Senior Bonds were used to: (i) purchase and cancel a portion of the accreted value of the District's outstanding 2007 Senior Bonds (discussed below); (ii) refund the 2007 Subordinate Obligations which were satisfied in full pursuant to the Waiver and Release of Obligations that the District entered into in 2021 concurrent with the issuance of the 2021 Bonds; (iii) fund an initial deposit to the 2021A Surplus Fund; and (iv) pay certain costs in connection with the issuance of the 2021 Bonds. The 2021B Subordinate Bonds were issued in exchange for the purchase and cancellation of a portion of the accreted value of the 2007 Senior Bonds.

2007 Senior Bonds Outstanding

Upon closing on the 2021 Bonds on July 15, 2021, 4,847.51 Bond Units of the 2007 Senior Bonds remained outstanding. At closing, the District deposited to the Bond Redemption Fund an amount sufficient to pay the accreted value as of December 1, 2021, of an additional 1,158.94 Bond Units that were subject to sinking fund redemption from December 1, 2018 through December 1, 2020. As a result, after this payment on December 1, 2021, 3,688.57 Bond Units of the 2007 Senior Bonds were outstanding.

To the extent principal of any 2007 Senior Bond is not paid when due, principal shall remain outstanding until paid. To the extent interest on any 2007 Senior Bond is not paid when due, such unpaid interest shall compound annually on each December 1, at the rate then borne by the 2007 Senior Bond. The 2007 Senior Bonds are not subject to early termination. The 2007 Senior Bonds do not have any unused lines of credit. No assets have been pledged as collateral on the 2007 Senior Bonds. Events of default occur if the District fails to impose the 2007 Senior Required Mill Levy, or to apply the 2007 Senior Pledged Revenues as required by the 2007 Senior Indenture and does not comply with other customary terms and conditions consistent with normal municipal financing as described in the Senior Indenture.

Parity Lien

The 2021A Senior Bonds have a parity lien on Senior Pledged Revenue with the 2007 Senior Bonds and, if Senior Pledged Revenue is not sufficient to meet annual debt service requirements of the 2021A Senior Bonds and 2007 Senior Bonds, Senior Pledged Revenues will be allocated pro-rata based on the outstanding principal/accreted value of the 2021A Senior Bonds, the 2007 Senior Bonds, and any additional bonds that have a parity lien on Senior Pledged Revenue.

The 2021A Senior Bonds and outstanding 2007 Senior Bonds are collectively referred to herein as the Senior Bonds.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Details of the 2021A Senior Bonds

The 2021A Senior Bonds will bear interest at 4.125% and are payable semiannually, to the extent of available Senior Pledged Revenue, on June 1 and December 1, beginning on December 1, 2021. Annual mandatory sinking fund principal payments are due on December 1, beginning on December 1, 2038. The 2021A Senior Bonds mature on December 1, 2051. To the extent principal of any 2021A Senior Bond is not paid when due, such principal shall remain outstanding until paid and shall continue to bear interest at the rate borne by the 2021A Senior Bond. To the extent interest on any 2021A Senior Bond is not paid when due, such interest shall compound semiannually on each interest payment date, at the rate then borne by the 2021A Senior Bond.

The 2021A Senior Bonds are not subject to early termination. The 2021A Senior Bonds do not have any unused lines of credit. No assets have been pledged as collateral on the 2021A Senior Bonds. Events of default occur if the District fails to impose the 2021A Senior Bond Required Mill Levy, or to apply the 2021A Senior Bond Pledged Revenues as required by the 2021A Senior Bond Indenture and does not comply with other customary terms and conditions consistent with normal municipal financing as described in the Senior Indenture.

Senior Bonds Pledged Revenue

The Senior Bonds are secured by and payable solely from and to the extent of Senior Pledged Revenue which means the moneys derived by the District from the following sources, net of any costs of collection: (a) the Senior Required Mill Levy; (b) the Capital Fees; (c) the Specific Ownership Tax; and (d) any other legally available moneys which the District determines, in its absolute discretion, to transfer to the Senior Bond Fund.

Capital Fees means, generally, all fees, rates, tolls, penalties, and charges of a capital nature (excluding periodic, recurring service charges) whether now in effect or imposed by the District in the future, including the Development Fees.

Specific Ownership Tax means the specific ownership taxes collected by the County as a result of imposition of the Senior Required Mill Levy and remitted to the District.

The District has covenanted to impose the Senior Required Mill Levy which is an ad valorem mill levy imposed upon all taxable property of the District each year in an amount of 50 mills, subject to adjustment for changes in the method of calculating assessed valuation after April 27, 2004.

Additional Security for the 2021A Senior Bonds

The 2021A Senior Bonds are additionally secured by amounts, if any, in the 2021A Surplus Fund. The 2021A Surplus Fund will initially be funded from proceeds of the 2021A Senior Bonds in the amount of the 2021A Maximum Surplus Amount of \$500,000. Thereafter, subject to the receipt of sufficient Senior Pledged Revenue, the 2021A Surplus Fund will be funded up to the 2021A Maximum Surplus Amount. Amounts on deposit in the 2021A Surplus Fund (if any) on the final maturity date of the 2021A Senior Bonds are to be applied to the payment of the 2021A Senior Bonds. The balance in the 2021A Surplus Fund as of December 31, 2023, is \$500,000.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Additional Security for the 2007 Senior Bonds

The 2007 Senior Bonds are additionally secured by amounts, if any, in the 2007 Surplus Fund. Subject to the receipt of sufficient Senior Pledged Revenue, the 2007 Surplus Fund is to be funded up to the 2007 Maximum Surplus Amount of \$500,000; provided, however, such amount may be reduced when any 2007 Senior Bonds are purchased and cancelled by the District by an amount equal to: \$500,000 multiplied by (i) the number of 2007 Senior Bond Units (as defined in the 2007 Indenture) being purchased and cancelled by the District, divided by (ii) the number of 2007 Senior Bond Units outstanding prior to such purchase and cancellation. Before the closing date of the 2021 Bonds, 35,841.68 Bond Units of the 2007 Bonds were outstanding. After the purchase/exchange and cancellation of 30,994.17 Bonds Units on the closing date of the 2021 Bonds, 4,847.51 Bond Units were outstanding resulting in a new Maximum Surplus Amount of \$67,624. As mentioned above, the Maximum Surplus Amount will continue to decrease as Senior Bond Units are purchased and cancelled. The balance in the 2007 Surplus Fund as of December 31, 2023, is \$65,330.

Optional Redemption of the 2021 Bonds

The 2021A Senior Bonds and 2021B Subordinate Bonds are subject to redemption prior to maturity, at the option of the District on December 1, 2029 and on any date thereafter, upon payment of the principal amount so redeemed plus accrued interest thereon to the date of redemption, together with a redemption premium equal to a percentage of the principal amount so redeemed, as follows:

<u>Date of Redemption</u>	<u>Redemption Premium</u>
December 1, 2029, to November 30, 2030	2.00%
December 1, 2030, to November 30, 2031	1.00
December 1, 2031, and thereafter	0.00

The Districts long-term obligations relating to the 2021A Senior Bonds will mature as follows:

<u>Year Ending December 31,</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ -	\$ 1,206,356	\$ 1,206,356
2025	-	1,206,356	1,206,356
2026	-	1,206,356	1,206,356
2027	-	1,206,356	1,206,356
2028	-	1,206,356	1,206,356
2029-2033	-	6,031,780	6,031,780
2034-2038	700,000	6,031,780	6,731,780
2039-2043	7,485,000	5,324,551	12,809,551
2044-2048	11,430,000	3,473,663	14,903,663
2049-2051	9,630,000	833,045	10,463,045
Total	<u>\$ 29,245,000</u>	<u>\$ 27,726,599</u>	<u>\$ 56,971,599</u>

Because of the uncertainty of the timing of the principal and interest on the Series 2021B Subordinate Bonds, no schedule of principal and interest is presented.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Details of the 2021B Subordinate Bonds

The 2021B Subordinate Bonds bear interest at the rate of 5.700% per annum and are subject to mandatory redemption annually on December 1, beginning December 1, 2021 from, and to the extent of, available Subordinate Pledged Revenue, if any, and mature on December 1, 2051. The 2021B Subordinate Bonds are structured as cash flow bonds meaning that there are no scheduled payments of principal or interest due prior to the final maturity date. Unpaid interest will accrue and compound annually on each December 1 until sufficient Subordinate Pledged Revenue is available for payment.

After the application on December 1, 2061, of all available Subordinate Pledged Revenue to the repayment of the 2021B Subordinate Bonds, all of the 2021B Subordinate Bonds and interest thereon are to be deemed to be discharged on December 2, 2061, regardless of the amount of principal and interest paid prior to that date.

The 2021B Subordinate Bonds do not have any unused lines of credit. No assets have been pledged as collateral on the 2021B Subordinate Bonds. Events of default occur if the District fails to impose the 2021B Subordinate Required Mill Levy, or to apply the 2021B Subordinate Bond Pledged Revenues as required by the 2021B Subordinate Bond Indenture and does not comply with other customary terms and conditions consistent with normal municipal financing as described in the Senior Indenture.

2021B Subordinate Bonds Pledged Revenue

The 2021B Subordinate Bonds are secured by and payable solely from and to the extent of Subordinate Pledged Revenue which means the moneys derived by the District from the following sources, net of any costs of collection: (a) the Subordinate Required Mill Levy; (b) the Subordinate Capital Fee Revenue, if any; (c) the Subordinate Specific Ownership Tax; and (d) any other legally available moneys which the District determines, in its absolute discretion, to credit to the Subordinate Bond Fund.

Subordinate Capital Fee Revenue means the revenue, if any, derived from the imposition of Capital Fees which remains after deduction of all amounts applied to the payment of the 2007 Senior Bonds, the 2021A Senior Bonds, and any other outstanding Parity Bonds.

Subordinate Specific Ownership Tax means the revenue, if any, derived from the Specific Ownership Tax which remains after deduction of all amounts applied to the payment of the 2007 Senior Bonds, the 2021A Senior Bonds, and any other outstanding Parity Bonds.

The District is required to impose a Subordinate Required Mill Levy in the amount of 50 mills, subject to adjustment for changes in the method of calculating assessed valuation after April 27, 2004, less the amount of the Senior Bond Mill Levy, or such lesser mill levy which will pay all of the principal of and interest on the 2021B Subordinate Bonds in full. Senior Bond Mill Levy means the mill levy required to be imposed for the payment of the 2007 Senior Bonds and the 2021A Senior Bonds, and any other mill levy required to be imposed for payment of other Senior Bonds outstanding.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 5 LONG-TERM OBLIGATIONS (CONTINUED)

Debt Authorization

On May 4, 2004, a majority of the qualified electors of the District authorized the issuance of indebtedness in an amount not to exceed \$60,000,000 for general obligation bonds at an interest rate not to exceed 18% per annum. In addition, the electors authorized the refunding of up to \$60,000,000 in general obligation bonds at a higher interest rate. As of December 31, 2023, the District had authorized but unissued general obligation indebtedness in the following amounts allocated for the following purposes:

	Amount Authorized	Amount Used Series 2007	Amount Used Series 2021 Bonds	Remaining Authorization
Streets	\$ 30,000,000	\$ 14,327,855	\$ -	\$ 15,672,145
Water	10,000,000	1,314,297	-	8,685,703
Sewer	10,000,000	6,923,699	-	3,076,301
Parks and Recreation	5,000,000	1,033,724	-	3,966,276
Mosquito Control	1,000,000	388,392	-	611,608
TV Relay	1,000,000	-	-	1,000,000
Transportation	1,000,000	-	-	1,000,000
Traffic and Safety	2,000,000	251,915	-	1,748,085
Refunding	60,000,000	-	35,884,720	24,115,280
Total	<u>\$ 120,000,000</u>	<u>\$ 24,239,882</u>	<u>\$ 35,884,720</u>	<u>\$ 59,875,398</u>

Pursuant to the Service Plan, any additional debt issued by the District will require prior approval by the Town. Maximum debt service mill levy per the Service Plan is 50.000 mills, as adjusted for changes in the ratio of actual value to assessed value of property within the District. As of December 31, 2023, the maximum debt service mill levy per the Service Plan, as adjusted, is 63.786 mills.

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

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
 NOTES TO BASIC FINANCIAL STATEMENTS
 DECEMBER 31, 2023**

NOTE 6 NET POSITION

The District has net position consisting of two components – restricted and unrestricted.

Restricted net position includes assets that are restricted for use either externally imposed by creditors, grantors, contributors, or laws and regulations of other governments or imposed by law through constitutional provisions or enabling legislation.

The District had restricted net position as of December 31, 2023, as follows:

	Governmental Activities
Restricted Net Position:	
Emergencies	\$ 20,300
Debt Service Reserve	538,549
Total Restricted Net Position	\$ 558,849

The District has a deficit in unrestricted net position. This deficit amount is the result of the District being responsible for the financing and repayment of bonds issued and for the repayment of Developer advances received for the construction of public improvements which were conveyed to other governmental entities and which costs were removed from the District's financial records.

NOTE 7 RELATED PARTIES

The Developer of the property which constitutes the District is M.D.C. Land Corporation. As of December 31, 2023 three members of the Board of Directors are residents of the Districts, and two members are current employees, owners or otherwise associated with the Developer and may have conflicts of interest in dealing with the District.

NOTE 8 INTERGOVERNMENTAL AGREEMENTS

Fire Protection and Emergency Response Intergovernmental Agreement

The District entered into a Fire Protection and Emergency Response IGA with the Town of Castle Rock in 2007. Under the agreement, the Town is obligated to provide fire protection and emergency response services to property within the District and the District shall impose a mill levy of 10 mills dedicated and pledged to the Town for this purpose. In 2023, the amount collected under this agreement totaled \$431,734.

THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
NOTES TO BASIC FINANCIAL STATEMENTS
DECEMBER 31, 2023

NOTE 9 RISK MANAGEMENT

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

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

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

NOTE 10 TAX, SPENDING, AND DEBT LIMITATIONS

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

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

On May 4, 2004, a majority of the District's electors authorized the District to collect and spend \$4,000,000 annually of ad valorem taxes of the District for operations and maintenance without regard to any limitations under TABOR.

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

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

SUPPLEMENTARY INFORMATION

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
DEBT SERVICE FUND
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE –
BUDGET AND ACTUAL
YEAR ENDED DECEMBER 31, 2023**

	Budget		Actual Amounts	Variance with Final Budget Positive (Negative)
	Original	Final		
REVENUES				
Property taxes	\$ 2,502,540	\$ 2,502,540	\$ 2,501,375	\$ (1,165)
Specific ownership taxes	284,401	284,401	292,905	8,504
Interest income	600	600	21,070	20,470
Total Revenues	<u>2,787,541</u>	<u>2,787,541</u>	<u>2,815,350</u>	<u>27,809</u>
EXPENDITURES				
County Treasurer's Fee	37,538	37,538	37,538	-
Paying agent fees	5,303	5,330	5,330	-
Bond Interest - 2007	478,215	478,215	478,215	-
Bond Interest - 2021A	1,206,356	1,206,356	1,206,356	-
Bond Interest - 2021B	1,020,906	1,067,310	1,067,310	-
Contingency	38,682	5,251	-	5,251
Total Expenditures	<u>2,787,000</u>	<u>2,800,000</u>	<u>2,794,749</u>	<u>5,251</u>
NET CHANGE IN FUND BALANCE	541	(12,459)	20,601	33,060
Fund Balance - Beginning of Year	<u>562,850</u>	<u>562,850</u>	<u>629,254</u>	<u>66,404</u>
FUND BALANCE - END OF YEAR	<u>\$ 563,391</u>	<u>\$ 550,391</u>	<u>\$ 649,855</u>	<u>\$ 99,464</u>

OTHER INFORMATION

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SCHEDULE OF ASSESSED VALUATION, MILL LEVY, AND PROPERTY TAXES COLLECTED
DECEMBER 31, 2023**

Year Ended December 31,	Assessed Valuation	Total Mills Levied		Total Property Taxes		Percent Collected to Levied
		General Operations	Debt Service	Levied	Collected	
2018/2019	\$ 27,160,180	21.055	55.277	\$ 2,073,191	\$ 2,073,191	100.00 %
2019/2020	34,578,230	21.132	55.664	2,655,470	2,654,974	99.98 %
2020/2021	38,477,700	21.132	55.664	2,954,934	2,954,937	100.00 %
2021/2022	43,219,670	15.000	55.664	3,054,075	3,054,078	100.00 %
2022/2023	43,831,150	15.000	57.095	3,160,008	3,158,537	99.95 %
Estimated for Year Ending December 31, 2024	\$ 57,894,600	13.200	63.786	\$ 4,457,074		

Note:
Property taxes collected in any one year include collection of delinquent

Source: Douglas County Assessor and Treasurer.

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
SCHEDULE OF DEBT SERVICE REQUIREMENTS TO MATURITY
DECEMBER 31, 2023**

\$29,245,000 Series 2021A
Limited Tax General Obligation Refunding Bonds
Interest Rate: 4.125%
Series 2021A
Interest Payable June 1 and December 1
Principal Due December 1

<u>Year Ending December 31.</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
2024	\$ -	\$ 1,206,356	\$ 1,206,356
2025	-	1,206,356	1,206,356
2026	-	1,206,356	1,206,356
2027	-	1,206,356	1,206,356
2028	-	1,206,356	1,206,356
2029	-	1,206,356	1,206,356
2030	-	1,206,356	1,206,356
2031	-	1,206,356	1,206,356
2032	-	1,206,356	1,206,356
2033	-	1,206,356	1,206,356
2034	-	1,206,356	1,206,356
2035	-	1,206,356	1,206,356
2036	-	1,206,356	1,206,356
2037	-	1,206,356	1,206,356
2038	700,000	1,206,356	1,906,356
2039	1,210,000	1,177,481	2,387,481
2040	1,405,000	1,127,569	2,532,569
2041	1,460,000	1,069,613	2,529,613
2042	1,670,000	1,009,388	2,679,388
2043	1,740,000	940,500	2,680,500
2044	1,975,000	868,725	2,843,725
2045	2,055,000	787,256	2,842,256
2046	2,310,000	702,488	3,012,488
2047	2,405,000	607,200	3,012,200
2048	2,685,000	507,994	3,192,994
2049	2,795,000	397,238	3,192,238
2050	3,105,000	281,944	3,386,944
2051	3,730,000	153,863	3,883,863
Total	<u>\$ 29,245,000</u>	<u>\$ 27,726,599</u>	<u>\$ 56,971,599</u>

ANNUAL DISCLOSURE

**THE VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6
ANNUAL DISCLOSURE
ASSESSED VALUATION OF CLASSES OF PROPERTY IN THE DISTRICT
DECEMBER 31, 2023**

<u>Property Class</u>	<u>Total Assessed Valuation</u>	<u>Percentage of Taxpayer / Assessed Valuation</u>	<u>Actual Valuation</u>	<u>Percentage of Actual Valuation</u>
Residential	\$ 56,959,040	98.38%	\$ 850,140,340	99.61%
Vacant	357,180	0.62%	1,280,295	0.15%
State Assessed	577,300	1.00%	2,069,174	0.24%
Agricultural	1,080	0.00%	4,054	0.00%
Total	<u>\$ 57,894,600</u>	<u>100%</u>	<u>\$ 853,493,863</u>	<u>100%</u>

FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (the “First Amendment”) is made and entered into this ___ day of _____, 2024, by and between the VILLAGES AT CASTLE ROCK METROPOLITAN DISTRICT NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and the TOWN OF CASTLE ROCK, a municipal corporation and political subdivision of the State of Colorado (the “Town”) (collectively, the District and the Town are referred to as the “Parties”).

RECITALS

A. On June 14, 2004, the District and the Town entered into an Intergovernmental Agreement for the primary purpose of funding fire protection and emergency response services to be provided by the Town to District residents (the “Original Agreement”).

B. Pursuant to paragraph 2 of the Original Agreement, the District pledged to levy a tax in the amount of ten (10) mills on all taxable property of the District, the revenues from which would be remitted to the Town to fund such services.

C. At the time the Original Agreement was executed, the property within the District was located a substantial distance away from the nearest Town fire station.

D. Since that time, the Town has continued to grow in the general direction of the District.

E. As a result of such growth, the Town has announced its plans to construct a new fire station, Fire Station No. 156, near the boundaries of the District, which station is expected to be fully operational in 2026.

F. Given these changed circumstances, the Parties now wish to enter into this First Amendment to gradually reduce the mill levy from ten (10) mills to five (5) mills over a five-year period, commencing in 2026 and ending in 2030.

NOW, THEREFORE, in consideration of the mutual promises and covenants, agreements, conditions and provisions herein, the Parties agree as follows:

AGREEMENT

1. Amendment. Paragraph 2 of the Original Agreement is hereby amended to read as follows:

2. Pledge of Taxes.

(a) For the purpose of paying the District’s obligations under this Agreement, there shall be levied on all taxable property of the District, in addition to all other taxes, direct annual taxes in each year beginning in 2004 and continuing through and including 2025, in the amount of ten (10) mills (a mill being equal to 1/10 of 1¢) (the foregoing mill levy being referred to herein as the “Fire Protection and Emergency Response Mill Levy.”

(b) Commencing in 2026 and ending in 2030, the Fire Protection and Emergency Response Mill Levy shall be reduced in accordance with the following schedule:

Tax Certification Year	Fire Protection and Emergency Response Mill Levy
2026	9
2027	8
2028	7
2029	6
2030 and thereafter	5

For purposes of this subsection (b), “Tax Certification Year” means the calendar year in which the District certifies the Fire Protection and Emergency Response Mill Levy to the Board of County Commissioners of Douglas County, Colorado, for collection in the following year. By way of example, a property tax certified by the District in 2026 will be collected from District taxpayers in 2027.

(c) Commencing in 2030 and continuing for so long as this Agreement is in effect, the Fire Protection and Emergency Response Mill Levy shall be in the amount of five (5) mills. Nothing herein shall be construed to require the District to levy an *ad valorem* property tax for payment of its obligations hereunder in excess of the Fire Protection and Emergency Response Mill Levy.

(d) The foregoing provisions of this Agreement are hereby declared to be the certificate of the District to the Board of County Commissioners of Douglas County, Colorado, showing the aggregate amount of taxes to be levied from time to time, as required by law, for the purpose of paying the District's obligations under this Agreement.

(e) It shall be the duty of the District, annually, at the time and in the manner provided by law for levying other District taxes, to ratify and carry out the provisions hereof with reference to the levying and collection of taxes; and the District shall levy, certify, and collect said taxes in the manner provided by law for the purpose of paying its obligations under this Agreement.

(f) The amounts necessary to pay all District obligations hereunder shall be included in the annual budget and the appropriation bills to be adopted and passed

by the District in each year, respectively, until such obligations have been fully paid, satisfied, and discharged.

2. Ratification. In all other respects, the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

DISTRICT:

VILLAGES AT CASTLE ROCK
METROPOLITAN DISTRICT, NO. 6, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____
_____, President

ATTEST:

_____, Secretary

TOWN:

ATTEST: TOWN OF CASTLE ROCK, a municipal corporation and political subdivision of the State of Colorado

Lisa Anderson, Town Clerk

Jason Gray, Mayor

Approved as to form:

Approved as to content:

Michael J. Hyman, Town Attorney

David L. Corliss, Town Manager

EXHIBIT C

FORM OF CHANGE ORDER

Change Order No: 1	Date Issued: March 18, 2024
Name of Agreement: Landscape Maintenance- Detention Pond Maintenance	
Date of Agreement: June 13, 2023	District(s): Villages at Castle Rock Metropolitan District No. 6
Other Party/Parties: All Phase Landscape Construction, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

2024 Landscape Maintenance Contract per attached proposal dated 10/20/2023.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$ 6,999.91	Original Term: Expires October 31, 2023
Increase of this Change Order: \$ 7,304.43	New Term: Expires December 31, 2024
Price with all Approved Change Orders: \$ 14,304.34	Agreement Time with all Approved Change Orders: May 1, 2024- December 31, 2024

APPROVED:

By: _____

District

APPROVED:

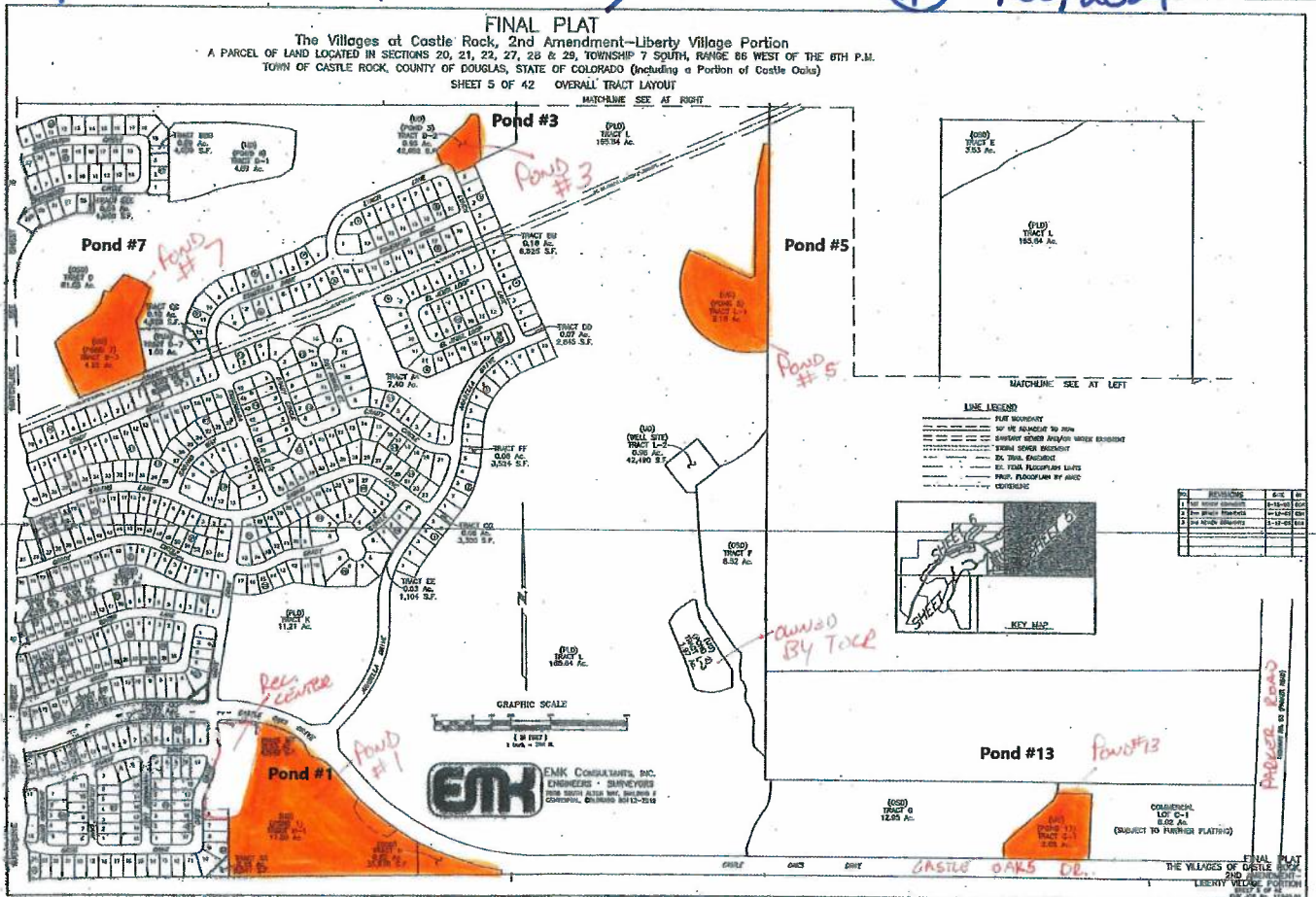
By: _____

Consultant

Villages at Castle Rock Metropolitan District No. 6 Detention Pond Map

(ponds #1, 3, 5, 7, and 13)

WP 9/30/2021



LANDSCAPE MAINTENANCE CONTRACT



3 0 3 . 3 6 0 . 0 6 0 6
Fax 303.360.7979
16080 Smith Road
Aurora, CO 80011
www.AllPhaseLandscape.net

GENERAL TERMS AND CONDITIONS

1) General Information

Contracting Officer: Villages at Castle Rock No. 6 Metropolitan District c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO. 80228

Contractor: All Phase Landscape Construction, Inc.
(All Phase Landscape)

Contact: John Haubert (Project Manager) / David Solin / Shawna

Period of Work: 5/1/2024-12/31/2024

303-360-0606 ext. 304 / 330

Project: Villages at Castle Rock No. 6 Metro. District
West side - Parker Rd. and Castle Oaks Dr.
Castle Rock, Co. 80108

Phone #: 303.987.0835

Fax #: 303.987.2032

County: Douglas

E-mail: dsolin@sdmsi.com

Date: 10/20/2023

sstevens@sdmsi.com

2) This contract is made by and between the Contractor and the Contracting Officer indicated above. This Landscape Maintenance Contract hereby incorporates the 'General Terms and Conditions' pages (page 1, 2, & 3), 'Exhibit A - Services and Prices' page (page 4), 'Exhibit B - Specifications' (page 5), 'Attachment I - Other Additional Services Available' (page 6), and All Phase Landscape Time and Materials (T&M) Equipment and Labor Rate Sheet (page 7), as part of this contract. The terms "Contracting Officer", "Contractor", "Project", and "Period of Work" are defined in Section 1 above.

3) The Contractor agrees to provide, whether by All Phase Landscape or by subcontractor, all the labor, transportation, supervision and equipment necessary to carry out the contracted services as outlined and specifically quoted on the 'Exhibit A - Services and Prices' page in compliance with the contract. All work will be performed according to accepted industry standards.

4) The scope of work will include the specific services quoted by Contractor and selected by the Contracting Officer as outlined on 'Exhibit A - Services and Prices' page, and may be changed during the season as agreed upon in writing by both parties. Line items with a frequency of "T&M" (Time & Materials) are NOT included in the contract price.

5) At its own expense, the Contractor will maintain for the duration of the Period of Work, its General Liability Insurance, Automobile Liability Coverage and Workman's Compensation Insurance. The Contractor will provide an insurance certificate to the Contracting Officer upon request, as evidence of this coverage. Any special request outside the Contractor's standard insurance coverage (as determined by Contractor), may be provided at Contractor's discretion, and may cost the Contracting Officer an additional fee NOT included in the contract price.

6) The Contracting Officer specifically agrees to indemnify, defend, and hold harmless the Contractor, employees of Contractor, and subcontractors used by Contractor (collectively "Contractor Indemnitees") for, from and against any claims, suits, damages, injuries, losses, and expenses, including but not limited to attorney fees and court costs, that occur as a result of or are directly related to the performance of work by Contractor Indemnitees under this contract. Contracting Officer, however, shall not be obligated under this contract to indemnify or hold harmless the Contractor Indemnitees to the extent that the Contractor Indemnitees are negligent in the cause of said injury or damage. The Contracting Officer and Contractor shall be responsible for investigating all claims.

7) The Contracting Officer must notify Contractor in writing of any property damage alleged to have been caused by Contractor or its subcontractor within thirty (30) days of event of said property damage. If Contractor is not notified in writing by Contracting Officer within thirty (30) days of event of said damage, neither the Contractor nor its subcontractor will be held liable for said damage. If Contractor is notified in writing within thirty (30) days of event of said damage, Contractor and Contracting Officer will investigate the claim. Contractor will present the findings and conclusion of its investigation to the Contracting Officer. If such investigation clearly determines that Contractor or its subcontractor is responsible for said damage, Contractor will be responsible to remedy said damage but only to the extent that Contractor or its subcontractor has been negligent in the cause of said damage. In such case, Contractor will be given the opportunity to remedy applicable damages within a reasonable time frame. If the Contracting Officer disagrees with the findings and conclusion of the Contractor investigation, Contracting Officer must notify the Contractor in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to the Contracting Officer. If Contractor is NOT notified in writing within fifteen (15) days of Contractor's presentation of its findings and conclusion to Contracting Officer, the Contracting Officer will accept the Contractor's findings and conclusion as final and binding and Contracting Officer will SPECIFICALLY WAIVE THE RIGHT to pursue any other alternate resolution or claim. If Contracting Officer does notify Contractor in writing of its disagreement with the findings and conclusion of Contractor investigation within said fifteen (15) days and the parties are unable to come to an agreement as to responsibility for damage, the parties shall proceed pursuant to Section 10 below. The Contractor is NOT responsible for damages caused by Acts of God (e.g. storm damages from snow, wind, hail, etc.), vandalism, the negligent acts (active or passive) or omissions of others, normal operation of the irrigation system, or any other claims not directly attributable to its work.



PLEASE INITIAL:

Contracting / date
Officer

Contractor / date
(All Phase Landscape)

8) The Contracting Officer agrees to pay the Contractor the total fee for the Basic Services and applicable Additional Services as per the payment schedule and separate quoted prices for services as outlined on the attached 'Exhibit A-Services and Prices' page, as total compensation for the performance of said services. Additionally, Contracting Officer will pay for any other work it authorizes on a Time and Materials (T&M) basis (unless approval is for a separate, specific price agreed upon in advance for such work). The Contracting Officer agrees to pay invoices in full to Contractor within thirty (30) days of the invoice date. Contracting Officer agrees to pay 12% interest on any outstanding balance on invoices not paid within thirty (30) days of invoice date. Contractor must be notified in writing of any dispute of services rendered and/or the billing of any services (or any dispute of a portion of the services or billing) within forty-five (45) days of invoice date. If Contractor is not notified in writing within said forty-five (45) days, the Contracting Officer SPECIFICALLY WAIVES THE RIGHT to dispute the services and/or monies invoiced by the Contractor and agrees to pay the full amount of the invoice. If only a portion of the services and/or monies are disputed on any invoice, Contracting Officer agrees to pay the undisputed portion of the invoice within thirty (30) days of invoice date and to provide written notification to Contractor of disputed portion, within the dispute time frame and per the terms noted above. Contracting Officer agrees to pay any and all expenses, including but not limited to attorney fees, accrued by Contractor for the collection of any past due amounts owed. Contractor will not be required to bill or collect from a third party for any materials or for work performed by Contractor pursuant to this contract, or otherwise done for the benefit of the Project. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

9) Either party may terminate this contract, with or without cause, with thirty (30) days written notice to the other party. If the contract is terminated prior to the end of the Period of Work (defined in Section 1), final billings will be determined by Contractor within thirty (30) days from the final day services are performed at the Project. The final Landscape Maintenance Contract billing will be based on the percentage of work completed by the final day that Contractor performs services at the Project. Additional billing(s) will also be prepared for materials (acquired or installed) and for any extra work performed. The Contracting Officer agrees to pay all unpaid invoices in full within ten (10) days of termination date; all invoices prepared after termination will be paid in full within ten (10) days of invoice date.

10) Except in the case of a mechanic's lien, any controversy or claim arising out of or relating to this Contract, or the breach thereof, shall be settled as per the following process: a) parties will make every effort to meet and resolve the issue between themselves, b) if unable to resolve in meeting between themselves, then by non-binding mediation, c) if unable to resolve by non-binding mediation, then by binding arbitration. The decision to enter into such arbitration shall be initiated by either party of this Contract. The substantially prevailing party in any arbitration or litigation shall also be awarded the amount of their attorney fees and any reasonable costs incurred in the arbitration or litigation and shall also collect unpaid invoice balances and interest on unpaid invoice balances.

11) LIMITED LIABILITY WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or specific date of install (the "warranty period"), provided that all applicable plants and materials have been properly maintained by Contracting Officer or Owner or their representative(s) or managing agent(s) during the one (1) year warranty period. Materials furnished and services (work) performed will be free from defects not inherent in the quality required or permitted, will be of good quality and materials will be new unless otherwise required or permitted by contract. This warranty excludes any remedy for damages or defects caused by ordinary wear and tear, improper or insufficient maintenance, insufficient inspections, abuse, vandalism, Acts of God, negligence (active or passive) of the Contracting Officer or Owner or their representative(s) or managing agent(s) or others, any claim not directly attributable to Contractor's work or materials, delay in notification to Contractor, or modifications performed by others. All implied warranties and/or express warranties will not extend beyond the one (1) year warranty period. THIS WARRANTY IS PROVIDED IN LIEU OF OTHER WARRANTIES, EXPRESS OR IMPLIED, AND THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY CONTRACTOR. Written notice of warranty issues must be received by Contractor before the end of the one (1) year warranty period. If Contractor receives such written notice before the end of the one (1) year warranty period, Contractor shall review and, upon determination of validity of warranty issue, Contractor shall have first right to repair/replace any defective plants, material, or work and shall have thirty (30) days to commence the repair/replacement of such defective plants, material, or work. During the one (1) year warranty period, if Contractor is not notified in writing of any defect in the plants, materials and/or work and/or Contractor is not given thirty (30) days to commence the repair/replacement of said defect, then Contractor will not be required to repair and/or replace defective plants, materials and/or work and NO claim for breach of warranty will be brought against Contractor. If the parties cannot resolve a disagreement regarding a warranty issue, parties will proceed pursuant to Section 10 above. No other representations, agreements, or warranties, other than what is written in this contract, are applicable.

12) This contract contains the entire agreement and understanding regarding terms and conditions between the parties. Any prior or subsequent negotiations or considerations not otherwise set forth in this contract are not a part of this contract. If any additional or subsequent documents are presented or produced during the Period of Work, that contain language contrary or contradictory to or are different from the terms and conditions contained in this contract, then the parties agree that the terms and conditions of this Landscape Maintenance Contract shall control. No other terms and conditions can be added except via an Addendum or Amendment specific to this contract, signed by the Contractor and Contracting Officer. The basic scope of work (services and pricing) can be modified if both parties agree to the change in writing. No other terms and conditions can be added for extra work or for repairs via an alternate document provided by the Contractor, except to define or approve the scope (description) and pricing of specific work. All paperwork provided by Contractor for extras and repairs is also subject to Section 13.

13) All contract terms and conditions related to any work provided at or related to the Project are outlined in this Landscape Maintenance Contract. If, at any time, Contracting Officer or any of its agents or representatives provide to Contractor another document or form as a "contract" or "agreement" or "notice" or any form to approve any work, extras, or repairs or requests or requires Contractor to sign



PLEASE INITIAL:

Contracting / date
Officer

Contractor / date
(All Phase Landscape)

any document or form, or to use purchase orders, work orders, vouchers, tickets, or other such document, process, or number, and whether Contractor signs or does not sign or uses or does not use any other document, form, or purchase order, work order, voucher, ticket, or other such document, process, or number, the Contractor, Contracting Officer and all its agents and representatives (the INVOLVED PARTIES) **ALL AGREE that NO TERMS AND CONDITIONS FROM ANY OTHER such document or form, or any purchase orders, work orders, vouchers, tickets, or other such document, process or number shall apply to this contract or to any contract parties (or any agents or representatives), or to any work performed at or related to the Project. The INVOLVED PARTIES specifically waive, cancel, dismiss, and reject any terms and conditions from or associated with any other such document, form, purchase orders, work orders, vouchers, tickets, or other such document, process, or number that is provided by Contracting Officer (or its agents or representatives); ONLY accurate scope of work and pricing from such documents, forms, purchase orders, work orders, vouchers, tickets, or other such document shall apply. Additionally, Contractor specifically reserves the right to charge and Contracting Officer agrees to pay, separate administrative processing fees to Contractor for any administrative work on the part of the Contractor due to reviewing, using, processing, tracking, invoicing, or obtaining a purchase order, work order, voucher, ticket, signature, or other such document, process, or number, or other item (FEES ARE NOT INCLUDED in quoted contract price). Contractor reserves the right to reject or modify any process, procedure, or system related to: invoicing, purchase orders, work orders, vouchers, tickets or other such document, process, or number, or to obtaining a signature(s) or other item.**

14) Other than receipt of an original, signature of this contract may be sent by facsimile (with confirmation by transmitting machine) and/or the signed contract transmitted by portable document format ("pdf") file or like format, which shall be treated as an original signature, and any such signature, facsimile, pdf file or like format, or copy of this signed contract shall be construed and treated as the original and shall be binding as if it were the original.

15) At the sole discretion of Contractor, Contractor reserves the right to suspend services at any time, without penalty or liability, if payments are not received in a timely manner (as determined by Contractor) from Contracting Officer. Contractor shall notify Contracting Officer in writing of Contractor's decision to suspend services. Services shall remain suspended, at the sole discretion of the Contractor, or until such time as Contracting Officer's past due invoices are paid in full. Contractor's decision to suspend services (or not to suspend services) does not limit, in any way, other rights or remedies of Contractor herein or available at law or in equity. Contracting Officer agrees that it is responsible and liable for full payment of materials (acquired or installed) and payment of any performed work.

16) If any provision of this contract is determined to be unenforceable or invalid for any reason, then the unenforceable and/or invalid portion shall be deemed conformed to the minimum requirements of law to the extent possible. In addition, all other terms, conditions, and provisions of this contract shall not be affected and shall continue to be enforceable and valid to the fullest extent permitted by law.

17) The failure to enforce at any time or for any period of time, any of the terms or conditions of this contract shall not be construed as a waiver thereof nor of the right to demand enforcement at a later date.

18) This contract shall be governed by and construed in accordance with the laws of the State of Colorado, without regard to principles of conflicts of law. The parties agree that sole venue shall be in the state and federal courts located in the State of Colorado and each party hereby consents to jurisdiction of such courts over itself in any action relating to this contract.

19) **If a master contract document other than this Landscape Maintenance Contract is to be used to contract for the services, said other contract document and all associated and linked documents referred to by that contract must be reviewed by Contractor (All Phase Landscape). Once the contract document and all associated and linked documents are provided to Contractor, a minimum of 20 DAYS is required to review and endeavor to negotiate a final contract. Contractor may also require that a separate administrative review FEE be paid prior to and for review of any such contract document and any associated and linked documents. The contract amount of this proposal is subject to change if additional fees, bonds, or other costs are added by Contracting Officer entity, Owner, or managing agent after All Phase has provided this proposal.**

20) The contract price is subject to change unless the contract is signed by both parties no later than thirty (30) days after the Period of Work start date (defined in Section 1 above).

21) Contractor may add a Fuel Surcharge to any invoice at the time of billing.

22) The signers below represent that they are authorized to sign this document and that they have the authority to bind the entity (including the Owner of Project) that they are signing for.

This contract is acknowledged and accepted by:

PLEASE ALSO INITIAL
ALL OTHER PAGES

Contracting Officer:

Contractor: All Phase Landscape Construction, Inc.

Sign: _____

Sign: _____

All Phase Landscape Construction, Inc.

Print Name: _____

Print Name: _____

Date: _____ Title: _____

Date: _____ Title: _____

- Signature page -

EXHIBIT A - SERVICES and PRICES

Project: Villages at Castle Rock No. 6 Metro. District

Date: 10/20/2023

Other Additional Services to be scheduled if requested and billed separately upon completion of work. This work is NOT included in monthly scheduled billings.

	Period <u>Jan-March</u>	Period <u>April-Oct</u>	Period <u>Nov-Dec</u>
Basic Services:			
Lawn and Ground Maintenance	T&M		
Tree and Shrub Maintenance	T&M		
Turf Fertilization	T&M		
Turf Broadleaf Weeds	T&M		
Irrigation System*	T&M		
Subtotal			
Additional Services:			
	Frequency		
Aeration	T&M		
Spring Clean Up	T&M		
Winter Policing	T&M		
Winter Prune	T&M		
Tree Wrap	T&M		
Tree Unwrap	T&M		
Fall Clean Up	T&M		
Winter Water Shrubs	T&M		
Winter Water Trees	T&M		
Disease - Insect Turf	T&M		
Disease - Insect Trees	T&M		
Disease - Insect Shrubs	T&M		
Fertilize Shrub Beds	T&M		
Fertilize Trees	T&M		
Large Tree Pruning	T&M		
Tree Stake Removal	T&M		
Mow Detention areas	2.00	\$1,298.08	
Weed control Detention areas	1.00	\$1,762.63	
Removal of Voluntary Plant Material	1.00	\$2,246.67	
Removal of Sediment in concrete areas	1.00	\$499.26	
Removal of Trash	1.00	\$499.26	
Clean outlet screens	1.00	\$998.52	
	T&M		
	T&M		
	T&M		
	T&M		
	T&M		
	T&M		
	T&M		
	T&M		
Dog Stations w/ bags	T&M		
	T&M		
	T&M		
	T&M		
Subtotals		\$7,304.43	

Scheduled Monthly Billings (does not include other Additional Services that are to be billed separately):			
May-24	\$1,217.41	September-24	\$1,217.41
June-24	\$1,217.41	October-24	\$1,217.41
July-24	\$1,217.41	November-24	
August-24	\$1,217.41	December-24	
Total of scheduled monthly billings =			\$7,304.43

The payment schedule is for the convenience of both parties and does not reflect actual work done during a particular month.

* See Comments below for any special inclusions or exceptions.

Comments: Map as highlighted, dated 9/30/21 (initialed and dated by Contractor).
Maintenance areas at the following detention ponds as per map dated 9/30/21: No. 1, No. 3, No. 5, No. 7, and No. 13.
All parties agree that All Phase Landscape Construction, Inc. is an Independent Contractor providing services to the Metro District and is NOT a Consultant to the Metro District.
"Contracting Officer" = Villages at Castle Rock Metropolitan District No. 6 and "Contractor" = All Phase Landscape Construction Inc.
Irrigation backflow testing can be requested for \$150.00 per backflow (regardless of size) - does NOT include repair costs or any fees.
In order to schedule a backflow test, the Contracting Officer must provide the backflow "test due" letter to Contractor in a timely manner.

X PLEASE INITIAL: _____ / _____
 Contracting Officer / date Contractor / date
 (All Phase Landscape)

EXHIBIT B – SPECIFICATIONS

Although listed Basic Services are standard on most contracts, the 'Exhibit A- Services and Prices' page will clarify those services accepted by Contracting Officer and to be provided by Contractor (All Phase Landscape). **ONLY THOSE BASIC SERVICES THAT ARE CLASSIFIED AS "included" (and not "T&M") on the 'Exhibit A- Services and Prices' page are to be provided by the Contractor under this contract. Only the additional services with a quoted price that are INCLUDED in the scheduled monthly billings on the 'Exhibit A- Services and Prices' page, will be scheduled by the Contractor. Special exceptions/inclusions may also be noted in the "Comments" section of the 'Exhibit A- Services and Prices' page. Other additional services can be scheduled if requested, and billed upon completion of work. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.**

A. LAWN AND GROUND MAINTENANCE (pet waste pickup is NOT included)

- 1) All blue grass and irrigated native seed areas to be mowed as necessary (max. weekly and weather permitting), to promote overall appearance of the Lawn. No credit will be given for missed mows due to any circumstances beyond the control of the Contractor (e.g. weather). Cutting height will be approximately 3 (three)– 4 (four) inches. Ground trash will be picked up and removed at each mowing.
- 2) All cuttings will be removed from sidewalks, driveways and curb areas after each mowing.
- 3) Edging of all sidewalks will be done monthly during the growing season months (April through October) that are included in the Period of Work (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page).
- 4) Trimming will be done as necessary to maintain a well-groomed appearance.

B. TREE AND SHRUB MAINTENANCE

- 1) Pruning consists of one major pruning during the growing season and minor containment pruning throughout contract period (any alternate requested frequencies included in the contract will be noted on the 'Exhibit A- Services and Prices' page). Shrubs will be pruned to provide an aesthetically pleasing appearance and to prevent a potentially hazardous condition. Suckers will be controlled as needed. Other pruning, such as winter pruning, can be provided upon request and will be billed as directed on the 'Exhibit A- Services and Prices' page.
- 2) The health of all trees and shrubs will be monitored on a regular basis. Recommendations will be made for the proper treatment of any damaging pest problems. Unless a price is included in monthly billings on the 'Exhibit A- Services and Prices' page, all pesticide treatments are an additional optional service. If pesticide treatments are needed, services are billed as specified on the 'Exhibit A- Services and Prices' page or as per separate bid provided by Contractor and approved by Contracting Officer.
- 3) Weeds will be controlled in shrub beds and planter areas with chemicals and hand weeding. Every effort will be made to control grasses and weeds that are growing directly in the shrubs and ground cover. However, control of these weeds and grasses is not guaranteed.

C. TURF FERTILIZATION

- 1) Applications of fertilizer will be applied (frequencies noted under Basic Services) at the rate of a minimum of 1 pound of nitrogen per 1000 square feet per application. All Phase Landscape is licensed for chemical application by the State of Colorado Department of Agriculture. Contractor may also subcontract to another licensed chemical applicator for this service. In any case, Contractor will guarantee the utilization of accepted industry standards of safety in the use and application of chemicals.
- 2) Turf disease and/or insect problems will be brought to the attention of the Contracting Officer. Turf disease and/or insect treatment is NOT included in Basic Services. A separate proposal for treatment will be provided when necessary or the work will be billed on a Time and Materials basis when approved by Contracting Officer.

D. TURF BROADLEAF WEEDS (Weed control does not include noxious, invasive, or hazardous plant material.)

Contractor applies weed control according to industry standards. Treatment usually consists of one (1) full coverage application of pre-emergent, one (1) complete application of post-emergent, and spot spraying throughout growing season.

E. IRRIGATION MAINTENANCE

- 1) Activation of the irrigation system is accomplished in the Spring / winterization (done with use of air compressor) is accomplished in the Fall.
- 2) The irrigation system will be monitored on a regular basis during the Period of Work to ensure proper operation of the system. This is more specifically defined as the monitoring of valves for proper operation, minor adjustment of irrigation heads to insure proper coverage, and the adjustment of irrigation watering times to maintain a pleasing turf appearance. Water conservation is important and every effort will be made to regulate water consumption. Adjustments and repairs of the system due to regular wear and tear or due to vandalism or any special requests outside of the regular schedule are NOT included in Basic Services and will be billed on a Time & Material basis. Contractor will make these adjustments and repairs or will do special requests, and will bill Contracting Officer.
- 3) Contractor is responsible to repair damages caused by the Contractor, subject to all provisions in the General Terms and Conditions of the Landscape Maintenance Contract. An improperly installed system, including improperly installed irrigation heads, will NOT be the Contractor's responsibility. Such repairs or resetting of the system will be billed by the Contractor on a Time & Material basis. Contractor will NOT be responsible for damages caused by malfunctions of the irrigation system; all necessary repairs to the system will be made to bring the system up to operating condition and will be billed on a Time & Materials basis.
- 4) Contracting Officer must communicate any emergency or time sensitive irrigation issues (especially anything related to running water) to the Contractor in a timely and concrete manner (Notice). Emails, emailed work orders, voice messages, and texts are NOT timely or concrete Notice for time sensitive issues unless a quick response is received from Contractor. Contracting Officer must either receive a quick response or speak with someone from All Phase Landscape in a timely manner to ensure that Contractor knows about the issue. Contractor assumes no liability related to untimely or non-concrete notice of emergency or time sensitive issues. Emergency response = within 24 hours of Notice.
- 5) All repairs and adjustments made to the Irrigation system will be billed to the Contracting Officer and not to any third parties.

F. NO THIRD PARTY BILLING - Contractor will NOT bill third parties. Contracting Officer is responsible for payment.

G. WARRANTY - Contractor warrants all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

H. SURCHARGES – Contractor may add a fuel surcharge to any invoice at the time of billing.

I. Snow services are NOT provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

X

PLEASE INITIAL: _____ / _____
Contracting / date
Officer

_____ / _____
Contractor / date
(All Phase Landscape)
Page 5 of 7

Attachment I

Other Additional Services Available

Additional Services can be included in your landscape maintenance contract or performed upon request and acceptance of a separate proposed price. Additional Services performed by All Phase Landscape (Contractor), whether included in the scheduled monthly billings or performed and billed separately, are subject to the 'General Terms and Conditions' of the Landscape Maintenance Contract (Contract). ONLY THE ADDITIONAL SERVICES WITH A QUOTED PRICE THAT ARE INCLUDED IN THE SCHEDULED MONTHLY BILLINGS ON THE 'EXHIBIT A-Services and Prices' PAGE WILL BE SCHEDULED BY THE CONTRACTOR. Other additional services can be scheduled if requested and will be billed upon completion of work. All Phase Landscape will NOT bill third parties. Contracting Officer and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available, upon request) for additional services, unless both parties agree in writing to an alternate approval process.

AERATION AND PROPERTY CLEAN-UPS

- * All turf areas should be aerated at least once per year with a core aerator. Plugs are left to breakdown and return nutrients to the soil. Contractor is not responsible for damage to pipe or utilities that may be buried. However, Contractor will take responsibility for damage to irrigation heads due to its aeration operations (subject to the damage provisions under Section 7 of the Contract).
* Spring Clean-up and/or Fall Clean-up performed to remove debris from all turf areas and accessible beds. A Fall Clean-up would be performed at some time between Oct. 15th and Dec. 23rd, depending on weather conditions and the contract Period of Work.

WINTER PROGRAM

- * A Winter Policing program includes minor trash/debris removal on a scheduled basis in Turf and ornamental areas (excludes parking lots and native areas), weather permitting, during the period from November 1st to March 31st (and subject to contract Period of Work).
* Tree wrap of small deciduous trees in the Fall. Unwrap of trees in the Spring.
* Winter Watering of turf, trees and/or shrubs during dry winter seasons.
* Winter pruning will be provided if a price is included in monthly billings on the 'Exhibit A-Services and Prices' page, and will include cutting of grasses and removal of old and dead canes in shrubs. Trees less than 14 feet tall will have broken or damaged limbs removed and lower limbs will be skirted where needed. No shaping of shrubs is performed during winter pruning.
* Contractor is available to assist with the preparation / formulation of landscape plans for the winter and following year growing season.

MISCELLANEOUS ADDITIONAL SERVICES

- * All Phase Landscape is available for miscellaneous additional services such as: landscape & irrigation installation, application of a wetting agent, hardscaping projects, site development, install of rain or moisture sensors, mapping irrigation systems, install of remote controller upgrades to controllers, or any other service that can be successfully undertaken for the benefit of our clients. Irrigation backflow testing can be requested. In order to schedule a backflow test, Contractor must be provided the backflow test due letter from the City or Water Dept. in a timely manner (at least 2 weeks prior to due date). Contractor assumes NO liability whatsoever due to untimely test requests.

WARRANTY

- * Contractor WARRANTS all its services and install of plants and materials for a period of one (1) year from the date of performance of specific service and/or date of the install. The Limited Liability Warranty offered by All Phase Landscape (LLW) applies. The most up to date LLW that is in place at All Phase Landscape (Maintenance Division) as of the date of the contract or proposal applies. See section 11 of the Landscape Maintenance Contract or a separate copy of the LLW is available, upon request.

SNOW - NOT APPLICABLE

Snow moving services are NOT provided for under this contract. A separate Snow Moving Agreement proposal with its own rates, may be provided upon request, subject to the discretion of the Contractor.

Rates for Time & Materials (T&M) work

SEE PAGE 7 for hourly rates and see below for additional T&M information

All time for T&M work is hourly and based on a 40 hour work week. Any work over the 40 hours of All Phase Landscape payroll for any employee or subcontractor or work done on Holidays will be billed at 1 1/2 times the normal rate. Services performed "after hours" will also be billed at 1 1/2 times the normal rate (with the exception of emergency irrigation repair which is billed as stated on page 7). "After hours" rates apply to any service requested to be done on weekends or service that is done between the hours of 6:00 pm and 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water. Material rates are not included in labor rates and are determined at time of service. The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials. Contractor will NOT invoice third parties. Contractor may add a fuel surcharge to any invoice at the time of billing. Multi-year / multi-season contracts: hourly rates and backflow tests are subject to change at each annual/seasonal anniversary date. If backflow testing is requested, Contractor will bill for test + any needed repairs to pass + fees.

Damages - Contractor has first right to repair damages caused by Contractor.

Third Parties - Contractor will NOT invoice third parties.

PLEASE INITIAL: [Signature] / Contracting / date Officer
[Signature] / Contractor / date (All Phase Landscape)
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ALL PHASE LANDSCAPE
TIME & MATERIALS EQUIPMENT and LABOR RATE SHEET

EQUIPMENT (does not include Operator)	HOURLY RATE
Trucks / Trailers:	
One Ton Pickup	\$ 35.00
Truck – 2 ton, Flatbed, Dump	\$ 85.00
Water Truck	\$ 60.00
Water Trailer	\$ 25.00
Trailer	\$ 25.00
Dump Trailer	\$ 35.00
Chemical Spray Truck	\$ 35.00
Tractors / Loaders:	
Grading Tractor 50HP	\$ 70.00
Grading and Tilling Tractor 100HP	\$ 80.00
Wheel Skid Steer	\$ 45.00
Compact Track Skid Steer	\$ 85.00
Backhoe	\$ 100.00
2-1/2 – 3 Yard Loader	\$ 160.00
Pullers / Trenchers:	
Maxi Sneaker Puller	\$ 30.00
Trencher – Small	\$ 45.00
Trencher – Large	\$ 75.00
Mini Excavator	\$ 75.00
Mowers:	
Mower 48"	\$ 25.00
Brush Hog – 6' Mower	\$ 65.00
Batwing Mower	\$ 100.00
Other Miscellaneous Equipment:	
Jumping Jack Tamper	\$ 20.00
Misc. Small Equipment (string trimmer, blowers, chain saw, etc.)	\$ 15.00
Sod Cutter	\$ 20.00
Barretta Rototiller	\$ 30.00
Motor Buggy/Motorized Wheel Barrow	\$ 35.00
Compressor with attachments	\$ 75.00
Chipper	\$ 83.00
Boring – Missile or Directional Bore (4" or smaller)	\$ 90.00

EQUIPMENT (Includes Operator)	HOURLY RATE
Large Trucks:	
Tandum Dump Truck 15 ton	\$ 110.00
Delivery Semi Truck & Trailer	\$ 150.00
End Dump Semi Truck 25 ton	\$ 150.00
Unit Pricing per Function	
Potholing in asphalt (per hole)	\$ 385.00
Potholing in dirt (per hole)	\$ 275.00
LABOR (all rates are per hour)	
Executives	\$ 175.00
Director of Operations	\$ 150.00
Project Manager / Account Manager	\$ 100.00
Superintendent	\$ 85.00
Arbor Specialist (Climber)	\$ 71.00
Job Foreman	\$ 66.00
Operator	\$ 66.00
Laborer	\$ 50.00
Sprinkler Technician	\$ 71.00
Emergency Sprinkler Repair (Portal to Portal)	\$ 121.00

- * Material rates are not included in labor or equipment rates and are determined at time of service.
- * All rates are to be billed portal to portal.
- * Labor rates are for work up to 40 hour per week. Any work over 40 hours, Monday-Friday, or work on Holidays, will be charged at 1.5 times the normal rate. Labor performed "after hours", will be billed at 1.5 times the normal rate. "After hours" applied to work performed on weekends or between 6:00 pm to 7:00 am on any week day. "After hours" work requests should only be made to prevent damage to persons or property, or to stop continuously running water.
- * The minimum charge for "Time and Materials" work is 1 three-man crew hour (\$166.00), plus materials.
- * Contractor may add a fuel surcharge to any invoice at the time of billing
- * Multi-year / multi-season contracts: hourly rates and backflow test rates are subject to change at each year/seasonal anniversary date.
- * If requesting a backflow test, Contractor must be notified and provided applicable paperwork in a timely manner to allow ample time for scheduling. Contractor assumes no liability whatsoever due to untimely test requests.
- * Rates do not apply to snow removal as snow services must be contracted on a separate agreement. A snow proposal with its own rates, may be provided upon request, subject to approval by Contractor.
- * All Phase Landscape will not invoice third parties.
- * All work is subject to the one (1) year All Phase Landscape Limited Liability Warranty (LLW), dated 10/1/20; copy available upon request.
- * Contracting Officer or Owner or their representative(s) or managing agent(s) and Contractor will endeavor to adhere to the All Phase Landscape approval guidelines (copy available upon request) for additional services, unless both parties agree in writing to an alternate approval process.



PLEASE INITIAL: _____ / _____ / _____
 Contracting / date Contractor / date
 Officer (All Phase Landscape)