

STC METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
James A. Brzostowicz	President	2020/May 2020
Lee Merritt	Treasurer	2020/May 2020
Bob Revis	Assistant Secretary	2022/May 2022
VACANT		2022/May 2020
VACANT		2020/May 2020
Lisa A. Johnson	Secretary	

DATE: June 6, 2018
TIME: 9:00 A.M.
PLACE: McGeady Becher P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices.

C. Discuss results of the May 8, 2018 Election (enclosure).

D. Consider appointment of Angie Hulsebus to fill vacancy on the Board of Directors (Notice was published on May 11, 2018). Administer Oath.

E. Consider appointment of Officers:

President _____

Treasurer _____

Secretary _____

Assistant Secretary _____

Assistant Secretary _____

II. CONSENT AGENDA

- Approve Minutes of the May 2, 2018 Regular Meeting (enclosure).
-

III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the following period (enclosure):

Fund	Period Ending May 25, 2018
General	\$ 10,404.30
Debt	\$ -0-
Capital	\$ 15,625.40
Total	\$ 26,029.70

- B. Review and accept unaudited financial statements through the period ending April 30, 2018 and updated cash position statement dated April 30, 2018 (enclosure).
-

- C. Discuss and consider appointment of District Accountant to prepare the 2019 Budget. Set date for public hearing to adopt the 2019 Budget.
-

IV. LEGAL MATTERS

- A. Discuss status of approval from the Town of Superior of Resolution Regarding the Imposition of Fees. Discuss status of updated Operations and Maintenance Analysis.
-

- B. Discuss status of First Amendment to Facilities Funding and Acquisition Agreement between the District and RC Superior, LLC.
-

- C. Discuss status of parking garage conveyance.
-

- D. Discuss information received from the Colorado Department of Public Health and Environment regarding Stormwater Management Plan. ADJOURN TO EXECUTIVE SESSION, IF NECESSARY.
-

- E. Discussion regarding update to Rules and Regulations, including update related to stormwater management plan.
-

- F. Consider approval of Service Agreement for District Engineering and Cost Verification Services with Manhard Consulting, Ltd. (enclosure).
-

- G. Review and consider approval of Letter to the Boulder County Sheriff's Office regarding enforcement of fire lanes (enclosure).
-

V. CAPITAL PROJECTS

- A. Review and accept improvement costs in the amount of \$_____ under that certain Final Engineers Report and Certification No. 35 prepared by Manhard Consulting, Ltd. (to be distributed at meeting).
-

- B. _____
-

VI. DEVELOPER UPDATE

- A. Status of lot and home sales.
-

VII. OTHER MATTERS

- A. Discuss status of Welcome Packets.
-

VIII. ADJOURNMENT **THE NEXT MEETING IS SCHEDULED FOR JULY 11, 2018.**

**NOTICE OF CANCELLATION
and
CERTIFIED STATEMENT OF RESULTS**

§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

NOTICE IS HEREBY GIVEN by the STC Metropolitan District No. 2, Boulder County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 8, 2018 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Bob Revis	Second Regular Election, May 2022
Vacant	Second Regular Election, May 2022
Vacant	Next Regular Election, May 2020

/s/ Lisa A. Johnson
(Designated Election Official)

Contact Person for the District:	Lisa A. Johnson
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	ljohnson@sdmsi.com

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2 HELD MAY 2, 2018

A Regular Meeting of the Board of Directors (referred to hereafter as the "Board") of the STC Metropolitan District No. 2 (referred to hereafter as the "District") was convened on Wednesday, the 2nd day of May, 2018, at 9:00 A.M., at the offices of McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

James A. Brzostowicz
Bob Revis

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Revis and, upon vote, unanimously carried, the absence of Lee Merritt was excused.

Also In Attendance Were:

Lisa A. Johnson, David Solin and Peggy Ripko; Special District Management Services, Inc.

Megan Becher, Esq.; McGeady Becher P.C.

Mark Chambers; Simmons & Wheeler, P.C.

Jessica Sergi, Sonia Chin and Bill Jencks (via speakerphone); Ranch Capital, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Board noted it was in receipt of disclosures of potential conflicts of interest statements for each of the Directors and that the statements had been filed with the Secretary of State at least seventy-two hours in advance of the meeting. Ms. Johnson requested that the Directors review the Agenda for the meeting and advised the Board to disclose any new conflicts of interest which had not been previously disclosed. No further disclosures were made by Directors present at the meeting.

ADMINISTRATIVE MATTERS

Agenda: Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's Regular Meeting. Following discussion, upon motion duly made by Director Brzostowicz, seconded by

RECORD OF PROCEEDINGS

Director Revis and, upon vote, unanimously carried, the Agenda was approved, as amended.

Confirm Location of Meeting, Posting of Meeting Notices and Quorum: Ms. Johnson confirmed the presence of a quorum. 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 Brzostowicz, seconded by Director Revis and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries or within 20 miles of its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that the 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 were received from taxpaying electors within its boundaries.

CONSENT AGENDA

The Board considered the following actions:

- Approve Minutes of the April 4, 2018 Regular Meeting.
- Ratify approval of award of contract to SAMORA Construction for the Village Park Project in an amount not to exceed \$773,821.33.

Following review, upon motion duly made by Director Revis, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

FINANCIAL MATTERS

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

Fund	Period Ending April 11, 2018
General	\$ 11,580.07
Debt	\$ -0-
Capital	\$ 79,658.35
Total	\$ 91,238.42

Following discussion, upon motion duly made by Director Revis, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board ratified approval of the payment of claims, as presented.

Unaudited Financial Statements: Mr. Chambers presented the unaudited financial

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statements for the period ending March 31, 2018 and the updated schedule of cash position for the period ending March 31, 2018.

Following review, upon motion duly made by Director Brzostowicz, seconded by Director Revis and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending March 31, 2018 and the updated schedule of cash position for the period ending March 31, 2018.

LEGAL MATTERS

Status of Approval from the Town of Superior of Resolution Regarding the Imposition of Fees. Status of updated Operations and Maintenance Analysis:

Mr. Chambers and Ms. Ripko gave an update on the status of the updated operations and maintenance analysis. Staff will present the updated analysis at the June Board meeting.

Public Bidding Process Memo: The Board reviewed a memo prepared by McGeady Becher, P.C. regarding the public bidding process.

Status of First Amendment to Facilities Funding and Acquisition Agreement between the District and RC Superior, LLC: Mr. Jencks reported that RC Superior, LLC is reviewing the information and will transmit final financial information to Attorney Becher for finalization of the agreement.

Parking Garage Conveyance: Attorney Becher reported that work to convey the parking garage to the District is ongoing.

Colorado Department of Public Health and Environment (“CDPHE”)– Stormwater Management Plan: The Board discussed the information obtained from CDPHE regarding the fine associated with the Cease and Desist Order received in 2016. The Board directed staff to schedule a follow-up meeting with CDPHE to discuss possible reductions to the fine.

CAPITAL PROJECTS

Status of Final Engineer’s Report and Certification #33 dated April 10, 2018 and Final Engineer’s Report and Certification #34 dated April 10, 2018:

Ms. Johnson reviewed with the Board the Final Engineer’s Report and Certification #33 dated April 10, 2018 and Final Engineer’s Report and Certification #34 dated April 10, 2018

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Revis and, upon vote, unanimously carried, the Board accepted the improvement costs in the approximate amount of \$858,000.53 under that certain Final Engineer’s Report and Certification #33 dated April 10, 2018, and the improvement costs in the approximate amount of \$623,505.43 under that certain

RECORD OF PROCEEDINGS

Final Engineer's Report and Certification #34 dated April 10, 2018 prepared by Manhard Consulting Co.

Change Order No. 7, Superior Town Center Discovery Parkway FD1, Phase 2B under the Contract between the District and Hudick Excavating, Inc.: Director Revis reviewed with the Board Change Order No. 7, Superior Town Center Discovery Parkway FD1, Phase 2B under the Contract between the District and Hudick Excavating, Inc in the amount of \$55,500.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Revis, and, upon vote, unanimously carried, the Board approved Change Order No. 7, Superior Town Center Discovery Parkway FD1, Phase 2B under the Contract between the District and Hudick Excavating, Inc in the amount of \$55,500.

Ratify the Approval of Change Order No. 1 under the Contract between the District and Lamp Rynearson & Associates, Inc. d/b/a TZA Water Engineers.: Ms. Johnson presented Change Order No. 1 under the Contract between the District and Lamp Rynearson & Associates, Inc. d/b/a TZA Water Engineers in the amount of \$1,000.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Revis, and, upon vote, unanimously carried, the Board ratified approved of Change Order No. 1 under the Contract between the District and Lamp Rynearson & Associates, Inc. d/b/a TZA Water Engineers in the amount of \$1,000.

**DEVELOPER
UPDATE**

Lot and Home Sales: Mr. Jencks provided an update on lot and home sales.

OTHER MATTERS

Reschedule July Regular Board Meeting: The Board discussed rescheduling the July regular meeting due to the 4th of July holiday. The Board determined to hold a special meeting on July 11, 2018 at 9:00 am at the regular meeting place.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Brzostowicz, seconded by Director Revis and, upon vote, unanimously carried, the meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL MAY 2, 2018
MINUTES OF THE STC METROPOLITAN DISTRICT NO. 2 BY THE BOARD
OF DIRECTORS SIGNING BELOW:

James A. Brzostowicz

Lee Merritt

Bob Revis

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1260						
05/25/2018	Collins Engineers, Inc	43741	Engineering	3-784	1,500.00	1,500.00
Total 1260:						1,500.00
1261						
05/25/2018	Manhard Consulting	33806	Engineering	3-784	6,560.00	6,560.00
Total 1261:						6,560.00
1262						
05/25/2018	McGeady Becher P.C.	1190B APRIL 2018	Legal	3-675	7,565.40	7,565.40
05/25/2018	McGeady Becher P.C.	1190B APRIL 2018	Legal	1-675	2,599.34	2,599.34
05/25/2018	McGeady Becher P.C.	1190B APRIL 2018	Election	1-635	70.00	70.00
Total 1262:						10,234.74
1263						
05/25/2018	Simmons & Wheeler, P.C.	22485	Accounting	1-612	544.77	544.77
05/25/2018	Simmons & Wheeler, P.C.	22485	Accounting	3-612	544.76	544.76
Total 1263:						1,089.53
1264						
05/25/2018	Special Dist Management Svcs	#1 APRIL 2018	Management	1-680	27.40	27.40
05/25/2018	Special Dist Management Svcs	#1 APRIL 2018	Election	1-635	109.60	109.60
05/25/2018	Special Dist Management Svcs	#2 APRIL 2018	Management	1-680	5,108.45	5,108.45
05/25/2018	Special Dist Management Svcs	#2 APRIL 2018	Election	1-635	123.30	123.30
05/25/2018	Special Dist Management Svcs	#2 APRIL 2018	Accounting	1-612	548.00	548.00
05/25/2018	Special Dist Management Svcs	#3 APRIL 2018	Management	1-680	27.40	27.40
05/25/2018	Special Dist Management Svcs	#3 APRIL 2018	Election	1-635	109.60	109.60
Total 1264:						6,053.75
1265						
05/25/2018	Xcel Energy	589899212	Utilities	1-704	36.30	36.30
05/25/2018	Xcel Energy	589919937	Utilities	1-704	125.33	125.33
05/25/2018	Xcel Energy	589920819	Utilities	1-704	124.15	124.15
05/25/2018	Xcel Energy	589926270	Utilities	1-704	90.60	90.60
Total 1265:						376.38
Grand Totals:						25,814.40

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
05/25/2018	9097	Brzostowicz, James	
05/25/2018	9098	Revis, Robert	92.35
Grand Totals:			
	<u>2</u>		<u>92.35</u>

STC Metropolitan District No.2
May-18

	General	Debt	Capital	Totals
Disbursements	\$ 10,189.00	\$ -	\$ 15,625.40	\$ 25,814.40
Qtr Payroll Tax	\$ -	\$ -	\$ -	\$ -
Payroll	\$ 200.00	\$ -	\$ -	\$ 200.00
Payroll Taxes District Portion	\$ 15.30	\$ -	\$ -	\$ 15.30
Total Disbursements from Checking Acct	\$10,404.30	\$0.00	\$15,625.40	\$26,029.70

**SERVICE AGREEMENT FOR
DISTRICT ENGINEERING AND COST VERIFICATION SERVICES**

THIS SERVICE AGREEMENT FOR DISTRICT ENGINEERING AND COST VERIFICATION SERVICES (“**Agreement**”) is entered into and effective as of the _____ day of _____, 20___, by and between **STC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MANHARD CONSULTING, LTD.**, an Illinois corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

A. The District was organized pursuant to the laws of the State of Colorado in order to construct, operate and maintain certain public facilities and improvements in accordance with its service plan (the “Improvements”).

B. Pursuant to Section 32-1-1001(1)(d)(I), C.R.S., the District is permitted to enter into contracts and agreements affecting the affairs of the District.

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The Parties desire to enter into this Agreement to establish the terms by which the Consultant will provide the Services to the District.

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence provided by a professional consultant in performance of work similar to the Services.

(b) Be properly qualified to perform the Services. The Consultant agrees that the quality of the Services shall be as specified in this Agreement, shall conform with the standard of care provided by a professional consultant in the performance of work similar to the Services.

(c) Take precautions necessary for safely and prudently conducting the Services required by this Agreement, including maintaining insurance as required under Section 4.2 hereof.

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants in an effort to assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Refrain from entering into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District and provided to Consultant by District in writing.

(b) Independent Contractor Status. The Consultant is an independent contractor, as provided in Section 8-40-202(2)(b)(I)-(IV), C.R.S., as amended, and nothing herein contained shall constitute or designate the Consultant or any of its employees, agents, subcontractors or suppliers as employees of the District. The Services to be performed by the Consultant shall be at its sole cost, risk and expense, and no part of the cost thereof shall be charged to the District, except the payments to be made by the District to the Consultant for the Services performed as provided herein. The District shall not be responsible for the Consultant's means, methods, techniques, sequences or procedures of work or for safety precautions incident thereto. **The Consultant is not entitled to workers' compensation benefits and the Consultant is obligated to pay federal and state income taxes on moneys earned pursuant to this Agreement.**

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District, including but not limited to:

1.4 No Right or Interest in District Assets. The Consultant shall have no right or interest in any of the District's assets, nor any claim or lien with respect thereto, arising out of this Agreement or the performance of the Services contemplated herein.

1.5 Certification of Compliance with Illegal Alien Statute. By its execution hereof, the Consultant confirms and ratifies all of the certifications, statements, representations and warranties set forth in **Exhibit B** attached hereto and made a part hereof by this reference.

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any

test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District, upon receipt of payment by Consultant from the District for the Services provided by Consultant in connection with the Work Product. If requested by the District, Consultant shall execute and deliver such documents as shall be reasonably necessary in the District's discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee subject to approval of Consultant, which shall not be unreasonably withheld. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit A attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C ("Change Order").

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. Invoices shall be submitted and paid no more frequently than once a month.

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Exhibit A, unless otherwise approved in advance by the District in writing.

2.4 Subject to Annual Budget and Appropriation; District Debt. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds is subject to annual budgeting and appropriation. Nothing herein constitutes or creates an indebtedness or debt of the District within the meaning of any Colorado constitutional provision or statutory limitation.

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above and shall expire upon satisfactory completion of the Services. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify and hold the District and its affiliated entities and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from liability for damage, including, but not limited to, the reimbursement of reasonable attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

4.2 Insurance Requirements. The Consultant shall procure, at its sole cost and expense, the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. The Consultant shall give notice to the District at least thirty (30) days prior to the cancellation or nonrenewal of such policies. The Consultant shall give notice to the District within five (5) business days, or as soon as practicable, of any modification of any such policies. Consultant’s cost of maintaining the insurances required hereunder shall not be considered a reimbursable expense of the Consultant. The Consultant shall, upon request, promptly furnish the District with copies of policies obtained pursuant to this Section 4.2. Prior to commencing the Services, the Consultant shall furnish the District with certificates evidencing such insurance and provided further, however, with respect to the Workers’ Compensation Insurance required below, the Consultant must furnish to the District, prior to the commencement of any Services, duly executed and validated forms as prescribed by the state authority having jurisdiction evidencing that such insurance is in full force and effect. The District shall not pay any invoices until Consultant provides the certificates evidencing such insurance and Workers’ Compensation coverage.

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee; and (iii) \$500,000 aggregate liability for disease. The Workers’ Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form

Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 4.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for three (3) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance at a reasonable rate on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

(c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Consultant from any obligations, responsibilities or liabilities under this Agreement.

V. MISCELLANEOUS

5.1 Assignment. The Consultant shall not assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and of no effect.

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

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

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

5.5 Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of Boulder, Colorado.

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

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

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

To District:

STC Metropolitan District No. 2
141 Union Blvd., Ste. 150
Lakewood, CO 80228
Phone: 303-987-0835
Email: ljohnson@sdmsi.com
Attn: Lisa A. Johnson

With a Copy To: McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: Manhard Consulting, Ltd.
8840 West Colfax Avenue
Lakewood, CO 80215
Phone: 303-233-3265
Email: tmccarthy@manhard.com
Attn: Tim McCarthy, PE

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with Federal Express or other nationally recognized overnight air courier service, upon electronically-confirmed email transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts, instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

5.12 Non-Waiver. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein, nor shall the waiver of any default hereunder be deemed to be a waiver of any subsequent default hereunder. Notwithstanding any provision to the contrary in this Agreement, no term or condition of this Agreement shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

5.13 Inurement. This Agreement shall inure to and be binding on the heirs, executors, administrator, successors, and permitted assigns of the Parties hereto.

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

5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

MANHARD CONSULTING, LTD

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF [])

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as _____ of Manhard Consulting, Ltd.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

STC METROPOLITAN DISTRICT NO. 2

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF [])

The foregoing instrument was acknowledged before me this ____ day of _____, 2018, by _____, as President of STC Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A
SCOPE OF SERVICES AND COMPENSATION

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
6. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

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COMPENSATION

I. ENGINEER'S REPORT AND CERTIFICATION COST – Time & Materials

Reimbursable expenses shall mean one hundred eighteen percent (118%) of all costs incurred by Manhard relative to the Project, including without limitation all outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

We have also included "Exhibit C", which identifies Manhard's hourly rate schedule.

The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2018 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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ADDITIONAL SERVICES

Additional services (including, but not limited to those listed below) shall be performed by Manhard, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

SCHEDULE OF TIME AND MATERIAL RATES FOR 2018

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
President	\$195.00
Executive Vice President	\$195.00
Vice President	\$185.00
Operations Manager	\$175.00 - \$200.00
Senior Project Manager	\$160.00 - \$180.00
Director/Manager	\$145.00-\$155.00
Project Manager	\$135.00 - \$145.00
Project Engineer	\$115.00 - \$145.00
Residential Designer	\$115.00
Senior Design Technician	\$115.00 - \$120.00
Staff Engineer	\$95.00 - \$105.00
Design Technician	\$90.00 - \$105.00
Engineering CADD/G.I.S. Technician	\$75.00 - \$95.00
Senior Planner	\$125.00 - \$180.00
Staff Planner	\$70.00 - \$120.00
Landscape Architect	\$110.00 - \$150.00
Senior Construction Manager	\$130.00
Project Surveyor	\$125.00
Construction Manager/Coordinator	\$100.00 - \$115.00
Staff Surveyor	\$110.00
Survey/Construction Technician	\$75.00 - \$90.00
Construction Inspector	\$65.00 - \$85.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00
Intern	\$55.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

EXHIBIT B
CERTIFICATION OF CONSULTANT

1. Pursuant to the requirements of Section 8-17.5-102(1), C.R.S., the Consultant hereby certifies to the District that the Consultant does not knowingly employ or contract with an illegal alien who will perform work under the Agreement and that it will participate in the E-Verify Program or Department Program (as defined in Sections 8-17.5-101(3.3) and (3.7), C.R.S.) in order to confirm the employment eligibility of all employees of the Consultant who are newly hired to perform work under the Agreement.

2. In accordance with Section 8-17.5-102(2)(a), C.R.S., the Consultant shall not:

(a) Knowingly employ or contract with an illegal alien to perform work under the Agreement; or

(b) Enter into a contract with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.

3. The Consultant represents and warrants it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program.

4. The Consultant is prohibited from using either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the Agreement is in effect.

5. If the Consultant obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, the Consultant shall:

(a) Notify the subcontractor and the District within three (3) days that the Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(b) Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultant shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. The Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment (“**Department**”) made in the course of an investigation that the Department is undertaking, pursuant to the law.

If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

**EXHIBIT C
FORM OF CHANGE ORDER**

Change Order No:	Date Issued:
Name of Agreement:	
Date of Agreement:	District(s):
Other Party/Parties:	

CHANGE IN SCOPE OF SERVICES (describe):

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$	Original Term: Expires , 20
Increase of this Change Order: \$	New Term: Expires , 20
Price with all Approved Change Orders: \$	Agreement Time with all Approved Change Orders:

APPROVED:

By:
District

APPROVED:

By:
Consultant

STC METROPOLITAN DISTRICTS NO. 1-3

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
Fax: 303-987-2032

May 18, 2018

Sergeant Jim Chamberlain
Boulder County Sheriff's Office
5600 Flatiron Parkway
Boulder, CO 80301

Mr. Matt Magley, Town Manager
Town of Superior
124 East Coal Creek Drive
Superior, CO 80027

Dear Sergeant Chamberlain and Mr. Magley:

The STC Metropolitan Districts 1-3 are responsible for the maintenance and upkeep of lanes/alleys behind townhomes and single-family homes in the Superior Town Center community. These lanes/alleys are publicly-funded, and have been designated as fire lanes. As such, there is no parking permitted.

The townhomes are bordered by Old Rail Way on the north, Village Green Way on the south, Promenade Drive on the west and Superior Drive on the east.

The single-family homes are located along Promenade Drive, with Old Rail Way on the north and Village Green Way on the south.

Maps highlighting these referenced areas are enclosed for your convenience.

STC Metropolitan Districts 1-3, hereby requests that the Boulder County Sheriff's Office and the Town of Superior assist our community in enforcing these fire lanes by taking all reasonable steps, to include the issuing of summonses or any other actions deemed appropriate by your officers, against all vehicles illegally parked in these designated fire lanes. We expressly ask that both the Boulder County Sheriff and the Town of Superior act within their authority, and without further notification to our District President or District Manager.

We appreciate all that both of your offices do to keep our community safe. Thank you in advance for your help with this matter.

Sincerely,

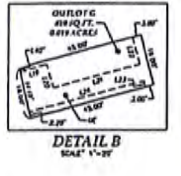
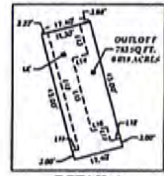
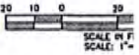
Jim Brzostowicz, President
STC Metropolitan Districts 1-3

LOT 1, BLOCK 13, SUPERIOR TOWN CENTER FILING NO. 18

LOT 1, BLOCK 13
SUPERIOR TOWN CENTER
FILING NO. 18

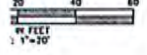
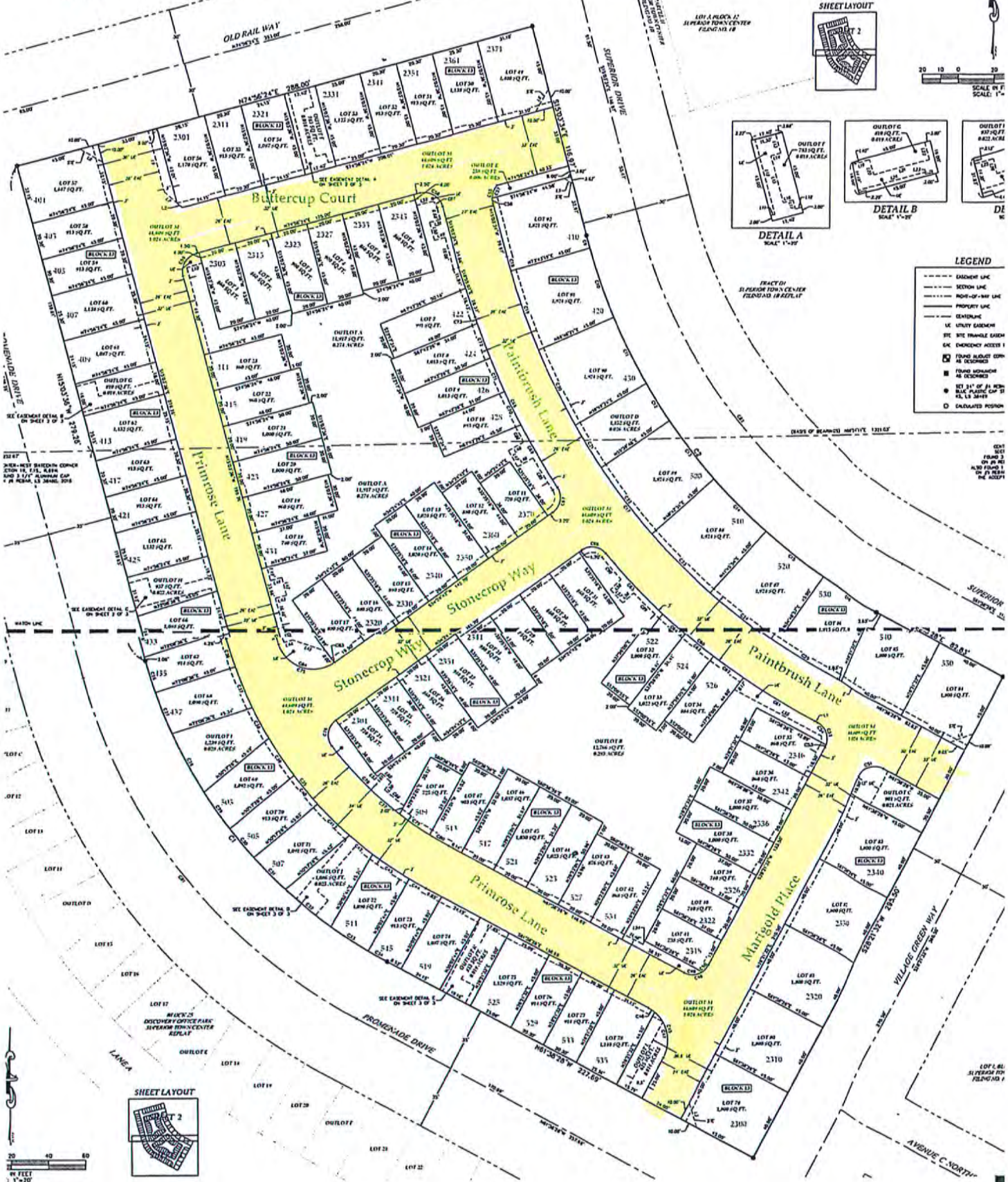
LOT 1, BLOCK 13
SUPERIOR TOWN CENTER
FILING NO. 18

SHEET LAYOUT



LEGEND

- EASEMENT LINE
- SECTION LINE
- RIGHT-OF-WAY LINE
- PROPERTY LINE
- CENTERLINE
- UTILITY EASEMENT
- SITE TRIANGLE EASEMENT
- EMERGENCY ACCESS
- TRACT SUBJECT TO EASEMENT AS DESCRIBED
- TRACT SUBJECT TO EASEMENT AS DESCRIBED
- SET 3" OF 1/4" FROM BLUE PLASTER CORNER TO 1/4" FROM THE CENTERLINE
- CALCULATED POSITION



LOT 1, BLOCK 13
SUPERIOR TOWN CENTER
FILING NO. 18

ADDRESS PLAT FOR

LOT 1, BLOCK 25, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT

1/18/2018
10:00 AM
10:00 AM

WITH RESERVATION TO RE-LOCATE TO THE PROPOSED OFFICE PARK

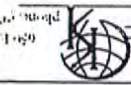
LOT 1 BLOCK 25
DISCOVERY OFFICE PARK
REPLAT

DATE	DESCRIPTION	BY	REVISION

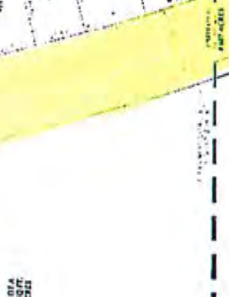
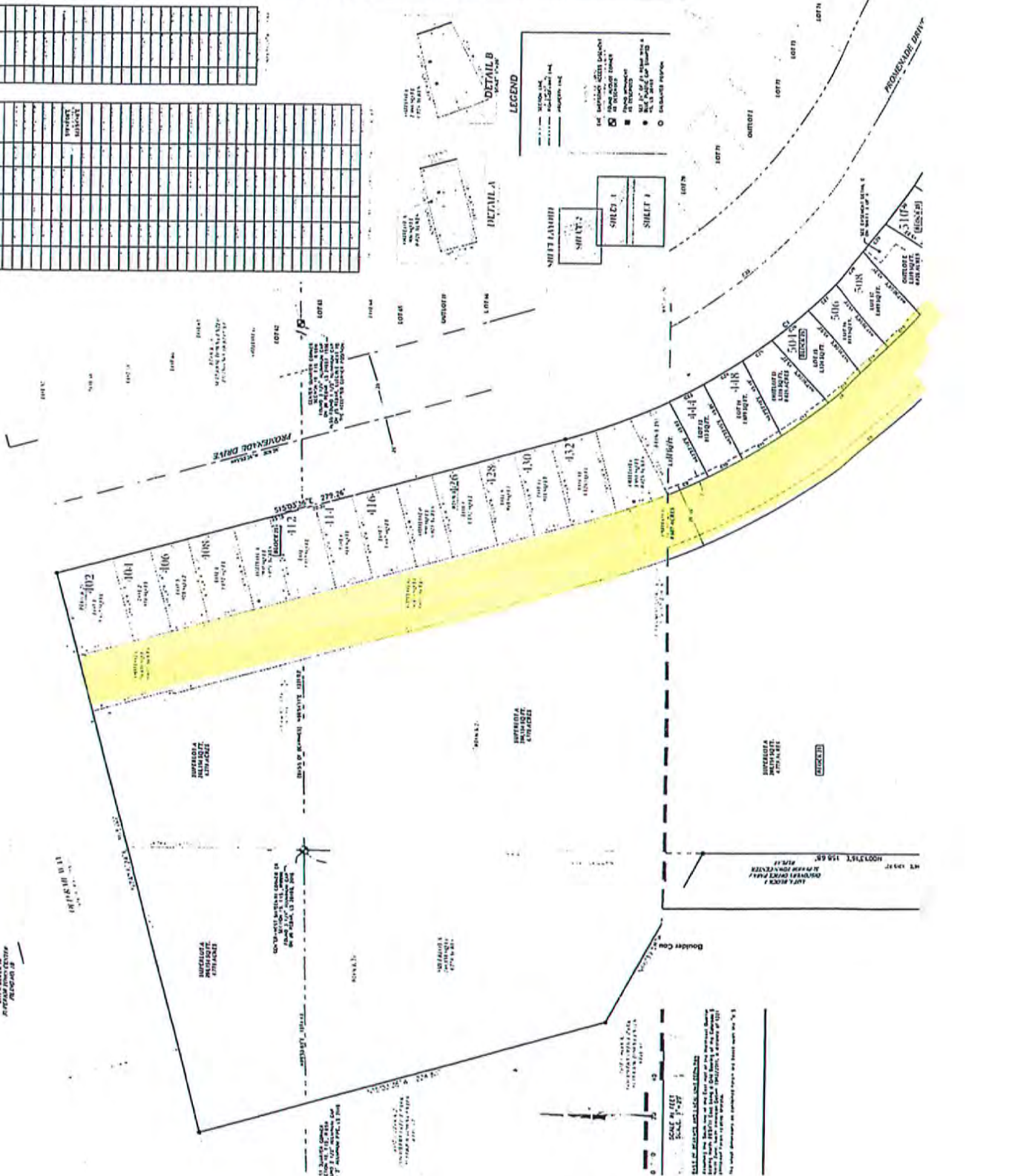
CURVE TABLE	CHORD	CHORD BEARING	CHORD DISTANCE

LINE BEARING	LINE LENGTH

KING SURVEYORS
650 E. Center Drive, Windsor, Colorado 80550
Phone: 303.686.5011 | email: info@kingsurveyors.com



LOT 1, BLOCK 25, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT
BY: KING SURVEYORS, INC.
DATE: 1/18/2018



SCALE: AS SHOWN
1" = 100'

ALL DISTANCES AND BEARINGS ARE TO BE CONSIDERED AS SHOWN UNLESS OTHERWISE NOTED.
THESE PLATS ARE TO BE CONSIDERED AS SHOWN UNLESS OTHERWISE NOTED.
THESE PLATS ARE TO BE CONSIDERED AS SHOWN UNLESS OTHERWISE NOTED.

LOT 1, BLOCK 25, DISCOVERY OFFICE PARK/SUPERIOR TOWN CENTER REPLAT
BY: KING SURVEYORS, INC.
DATE: 1/18/2018