

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 SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
James A. Brzostowicz	President	2020/May 2020
Angie Hulsebus	Treasurer	2020/May 2020
<i>VACANT</i>		2022/May 2022
<i>VACANT</i>		2022/May 2020
<i>VACANT</i>		2020/May 2020
Lisa A. Johnson	Secretary	

DATE: **February 12, 2019**

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.

II. CONSENT AGENDA

- Approve Minutes of the January 2, 2019 Regular Meeting (enclosure).
 - Consider and approve Resolution No. 2019- 02-01; Resolution Establishing 2019 Regular Meeting Dates, Time and Location (enclosure).
-

III. FINANCIAL MATTERS

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

Fund	Period Ending Jan. 28, 2019
General	\$ 11,417.07
Debt	\$ -0-
Capital	\$ 19,242.43
Total	\$ 30,659.50

- B. Review and accept unaudited financial statements through the period ending December 31, 2018 and updated cash position statement dated December 31, 2018 (enclosure).
-

IV. LEGAL MATTERS

- A. Review the compliance order of consent concerning notice of violation S0-161006-1 (enclosure).
-

- B.

V. OPERATIONS AND MAINTENANCE

- A. Discuss and consider proposal from Ranger Engineering, LLC for District Engineering and Cost Certification Services (enclosure).
-

VI. COVENANT CONTROL

- A. Review Community Manager's Report (enclosure).
-

- B. Discuss and consider approval of a service agreement with Thyssen Krupp for annual elevator services (enclosure).
-

- C. Review and consider Design Review Request (enclosure).
-

VII. CAPITAL PROJECTS

- A. Status of improvement costs in the amount of \$179,926.82 under that certain Final Engineers Report and Certification #42 prepared by Manhard Consulting, Ltd., dated January 3, 2019 (enclosure).
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- B. Status of improvement costs in the amount of \$198,080.87 under that certain Final Engineers Report and Certification #43 prepared by Manhard Consulting, Ltd., dated January 9, 2019 (enclosure).
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- C. Status of improvement costs in the amount of \$82,117.55 under that certain Final Engineers Report and Certification #44 prepared by Manhard Consulting, Ltd., dated January 24, 2019 (enclosure).

- D. Consider award of contract for Block 25 Infrastructure to a contractor to be determined for utilities, walks, pavement, and lighting in an amount of \$_____

VIII. DEVELOPER UPDATE

- A. Status of lot and home sales.

IX. OTHER MATTERS

- A. _____

X. ADJOURNMENT **THE NEXT MEETING IS SCHEDULED FOR MARCH 6, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2 HELD JANUARY 2, 2019

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 January, 2019, 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
Angie Hulsebus

Also In Attendance Were:

Lisa A. Johnson, Judy Leyshon, and Peggy Ripko; Special District Management Services, Inc.

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

Mark Chambers; Simmons & Wheeler, P.C.

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

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 Director Hulsebus and, upon vote, unanimously carried, the Agenda was approved, as presented.

RECORD OF PROCEEDINGS

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, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus 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, the meeting would be conducted 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 the District's boundaries.

CONSENT AGENDA

The Board considered the following actions:

- Approve Minutes of the December 5, 2018 Regular Meeting.
- Ratify approval of Service Agreement with Vargas Property Services, Inc. for Landscape Maintenance Services.
- Ratify approval of Service Agreement with Vargas Property Services, Inc. for Winter Watering Services.

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

FINANCIAL MATTERS

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

Fund	Period Ending Dec. 18, 2018
General	\$ 22,442.93
Debt	\$ -0-
Capital	\$ 5,595.30
Total	\$ 28,038.23

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus 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 statements for the period ending November 30, 2018 and the updated schedule of cash position for the period ending November 30, 2018.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending November 30, 2018 and the updated schedule of cash position for the period ending November 30, 2018.

LEGAL MATTERS

Update on Supplemental Environmental Projects ("SEP") Third Party Agreement: Ms. Johnson reported that the SEP Agreement was not approved by the Colorado Department of Public Health and Environment ("CDPHE"). CDPHE will provide the District with the final documents and fine related to the Stormwater Management Plan violations within the next few weeks.

OPERATIONS / MAINTENANCE

There were no operations and maintenance matters for discussion at this time.

COVENANT CONTROL

Community Management Report: Ms. Ripko presented the Community Manager's Report for discussion, noting that she is working with an owner on Paintbrush regarding a non-compliant exterior curtain.

Contract with Thyssen Krupp for Annual Elevator Services: Ms. Ripko updated to the Board an update on the status of the contract with Thyssen Krupp for annual elevator services. She noted she is still working to obtain a service agreement.

CAPITAL PROJECTS

Final Engineer's Report and Certification #41 dated December 7, 2018: Ms. Johnson reviewed with the Board the improvement costs under the Final Engineer's Report and Certification #41, dated December 7, 2018, prepared by Manhard Consulting, Ltd.

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board accepted the improvement costs in the approximate amount of \$837,473.61 under that certain Final Engineer's Report and Certification # 41, dated December 7, 2018, prepared by Manhard Consulting, Ltd.

DEVELOPER UPDATE

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

OTHER MATTERS

There were no other matters before the Board for discussion.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL JANUARY 2, 2019
MINUTES OF THE STC METROPOLITAN DISTRICT NO. 2 BY THE BOARD
OF DIRECTORS SIGNING BELOW:

James A. Brzostowicz

Angie Hulsebus

RESOLUTION NO. 2019-02-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
STC METROPOLITAN DISTRICT NO. 2
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting.

C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.

D. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

E. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the STC Metropolitan District No. 2 of the County of Boulder, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the "**District Board**") has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the Directors and consultants of the District in that they live and/or work outside the twenty (20) mile radius requirement.

3. That regular meetings of the District Board of the STC Metropolitan District No. 2 for the year 2018 shall be held on First Wednesday of every month at 9:00 a.m., at the offices of McGeady Becher P.C., 450 E 17th Avenue, Suite 400, Denver, Colorado in the City and County of Denver, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each Director.

5. That, until circumstances change and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s), location(s) and any such objections shall be considered by the District Board in setting future meetings.

7. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

(a) On the fence in the northwest corner of the 5' x 5' District parcel (said parcel located 86 feet north of the fence corner)

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S., at the following locations:

(a) Three locations on the fence in the northwest corner of the 5' x 5' District parcel (said parcel located 86 feet north of the fence corner)

9. James A. Brzostowicz or his/her designee, is hereby appointed to post the above-referenced notices.

RESOLUTION APPROVED AND ADOPTED on February 6, 2019.

STC METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

STC Metropolitan District No.2
January-19

	General	Debt	Capital	Totals
Disbursements	\$ 11,201.77	\$ -	\$ 19,242.43	\$ 30,444.20
Qtr Payroll Tax	\$ -	\$ -	\$ -	\$ -
Payroll	\$ 200.00	\$ -	\$ -	\$ 200.00
Payroll Taxes District Portion	\$ 15.30	\$ -	\$ -	\$ 15.30
Total Disbursements from Checking Acct	\$11,417.07	\$0.00	\$19,242.43	\$30,659.50

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1329						
01/28/2019	Comcast	12/2018	Parking Structure	1-730	289.54	289.54
Total 1329:						289.54
1330						
01/28/2019	Doody Calls	19960	Miscellaneous	1-685	60.00	60.00
Total 1330:						60.00
1331						
01/28/2019	Manhard Consulting	40833	Engineering	3-784	4,380.75	4,380.75
01/28/2019	Manhard Consulting	40834	Engineering	3-784	1,068.75	1,068.75
Total 1331:						5,449.50
1332						
01/28/2019	McGoady Becher P.C.	11908 DEC 18	Legal	3-675	5,752.27	5,752.27
01/28/2019	McGoady Becher P.C.	11908 DEC 18	Legal	1-675	2,289.83	2,289.83
Total 1332:						8,042.10
1333						
01/28/2019	Prairie Mountain Publishing	101542137	Legal	1-675	111.76	111.76
Total 1333:						111.76
1334						
01/28/2019	Simmons & Wheeler, P.C.	23668	Accounting	3-612	534.26	534.26
01/28/2019	Simmons & Wheeler, P.C.	23668	Accounting	1-612	534.27	534.27
Total 1334:						1,068.53
1335						
01/28/2019	Special Dist Management Srvs	#1 12/2018	Management	1-680	465.80	465.80
01/28/2019	Special Dist Management Srvs	#2 12/2018	Management	1-680	2,825.66	2,825.66
01/28/2019	Special Dist Management Srvs	#2 12/2018	Accounting	1-612	534.30	534.30
01/28/2019	Special Dist Management Srvs	#2 12/2018	Covenant Control	1-682	1,330.00	1,330.00
01/28/2019	Special Dist Management Srvs	#3 12/2018	Management	1-680	397.30	397.30
Total 1335:						5,553.06
1336						
01/28/2019	Town of Superior	22891/2 01/19	Utilities	1-704	13.37	13.37
01/28/2019	Town of Superior	438 1/2 01/19	Utilities	1-704	13.37	13.37
Total 1336:						26.74
1337						
01/28/2019	Vargas Property Services, Inc.	27710	Utilities	1-704	1,200.00	1,200.00
01/28/2019	Vargas Property Services, Inc.	27717	Utilities	1-704	400.00	400.00
01/28/2019	Vargas Property Services, Inc.	27954	Utilities	1-704	1,800.00	1,800.00
01/28/2019	Vargas Property Services, Inc.	27986	Utilities	1-704	3,363.75	3,363.75
01/28/2019	Vargas Property Services, Inc.	28010	Utilities	1-704	2,115.17	2,115.17
Total 1337:						8,878.92

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1338						
01/28/2019	Xcel Energy	620627805	Utilities	1-704	107.26	107.26
01/28/2019	Xcel Energy	620648672	Utilities	1-704	170.46	170.46
01/28/2019	Xcel Energy	620649186	Utilities	1-704	109.66	109.66
01/28/2019	Xcel Energy	620661827	Utilities	1-704	390.05	390.05
01/28/2019	Xcel Energy	620678546	Utilities	1-704	186.62	186.62
Total 1338:						964.05
Grand Totals:						30,444.20

Check Issue Date	Check Number	Payee	Amount
01/28/2019	9116	Brzustowicz, James	
01/28/2019	9117	Hulsebus, Angle	92.35
Grand Totals:			
	<u>2</u>		<u>92.35</u>

STC Metropolitan District #2
Financial Statements

December 31, 2018

ACCOUNTANT'S COMPILATION REPORT

Board of Directors
STC Metropolitan District #2

Management is responsible for the accompanying financial statements of each major fund of STC Metropolitan District #2, as of and for the period ended December 31, 2018, which are comprised of the Balance Sheet and the related Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual - Governmental Funds and account groups for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with the Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit the Statement of Net Position, Statement of Activities, Management Discussion and Analysis and all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the District's financial position and results of operations. Accordingly, the financial statements are not designed for those who are not informed about such matters.

We are not independent with respect to STC Metropolitan District #2 because we performed certain accounting services that impaired our independence.

Simmons & Wheeler P.C.

January 25, 2019
Englewood, Colorado

STC Metropolitan District No 2
Balance Sheet - Governmental Funds and Account Groups
December 31, 2019

See Accountant's Compilation Report

	General Fund	Debt Service Fund	Capital Projects Fund	Account Groups	Total All Funds
Assets					
Current assets					
Cash in checking	\$ 74,254	\$ 12,468	\$ -	\$ -	\$ 86,722
UMB PIF Supp Interest	-	2,852	-	-	2,852
UMB Non-PIF Supp Interest	-	345	-	-	345
UMB Non-PIF Surplus	-	1,348,325	-	-	1,348,325
UMB Non-PIF Supp Principal	-	2,113	4,117	-	6,230
UMB PIF Supp Res Account	-	1,603,705	-	-	1,603,705
Prepaid Expenses	23,686	-	-	-	23,686
Developer Receivable	-	-	-	-	-
SUIRA Taxes Receivable	-	322,927	-	-	322,927
Taxes receivable	90	12,741	-	-	12,831
Due from District No. 1	43	24,086	-	-	25,029
Due from District No 3	-	989	-	-	989
Due to/from Other funds	-	-	-	-	-
	<u>98,073</u>	<u>3,330,951</u>	<u>4,117</u>	<u>-</u>	<u>3,433,141</u>
Other assets					
Amount available in debt service fun	-	-	-	3,330,951	3,330,951
Amount to be provided for retirement of debt	-	-	-	41,333,146	41,333,146
	<u>-</u>	<u>-</u>	<u>-</u>	<u>44,664,097</u>	<u>44,664,097</u>
	<u>\$ 98,073</u>	<u>\$ 3,330,951</u>	<u>\$ 4,117</u>	<u>\$ 44,664,097</u>	<u>\$ 48,097,238</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	22,886	-	5,595	-	28,481
Retainage Payable	-	-	388,141	-	388,141
Payroll Taxes Payable	\$ 274	\$ -	\$ -	\$ -	\$ 274
	<u>23,160</u>	<u>-</u>	<u>393,736</u>	<u>-</u>	<u>416,896</u>
Bonds Payable - Series 2015A	-	-	-	15,795,000	15,795,000
Bonds Payable - Series 2015B	-	-	-	7,000,000	7,000,000
Unpaid interest Series 2015B	-	-	-	1,013,553	1,013,553
Developer Note - O&M	-	-	-	686,196	686,196
Accrued Int Dev Note - O&M	-	-	-	114,655	114,655
Developer Note - Capital	-	-	-	18,691,865	18,691,865
Accrued Int Dev Note - Capital	-	-	-	1,837,691	1,837,691
Bond Discount	-	-	-	(474,063)	(474,063)
Total liabilities	<u>23,160</u>	<u>-</u>	<u>393,736</u>	<u>44,664,097</u>	<u>45,080,993</u>
Fund Equity					
Investment in capital improvements	-	-	-	-	-
Fund balance (deficit)	67,109	3,330,951	(389,619)	-	3,008,441
Emergency reserves	7,804	-	-	-	7,804
	<u>74,913</u>	<u>3,330,951</u>	<u>(389,619)</u>	<u>-</u>	<u>3,016,245</u>
	<u>\$ 98,073</u>	<u>\$ 3,330,951</u>	<u>\$ 4,117</u>	<u>\$ 44,664,097</u>	<u>\$ 48,097,238</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended December 31, 2018
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property taxes	\$ 197	\$ 33	\$ (164)
Specific ownership taxes	724	698	(26)
SURA Property Tax Increment	47,951	-	(47,951)
O&M Fees	27,600	-	(27,600)
Developer Advance	98,321	264,713	166,392
Miscellaneous/Interest Income	2,000	95	(1,905)
Transfer from District 1	26,629	2,829	(23,800)
Transfer from District 3	5,053	19	(5,034)
	<u>208,475</u>	<u>268,387</u>	<u>59,912</u>
Expenditures			
Accounting	35,000	15,430	19,570
Audit	10,000	9,600	400
Directors' Fees	4,800	2,500	2,300
Insurance/SDA Dues	15,000	12,844	2,156
Election	15,000	2,009	12,991
Legal	40,000	23,964	16,036
Management	40,000	49,247	(9,247)
Miscellaneous	4,000	2,267	1,733
Avoida Inclusion Expense	-	1,810	(1,810)
O&M - Covenant Control	17,720	9,265	8,455
O&M - Field Services	1,500	3,326	(1,826)
O&M - Landscaping	21,060	93,089	(72,029)
O&M - Equipment	1,420	-	1,420
O&M - Utilities	3,000	9,584	(6,584)
O&M - Monumentation	2,000	-	2,000
O&M - Roads & Sidewalks	38,840	23,180	15,660
O&M - Mailboxes	750	-	750
O&M - Reserve	5,900	-	5,900
Treasurer's Fees	819	4	815
Payroll Taxes	300	214	86
Utilities	3,000	5,235	(2,235)
Emergency reserve	7,804	-	7,804
	<u>267,913</u>	<u>263,568</u>	<u>4,345</u>
Excess (deficiency) of revenues over expenditures	(59,438)	4,819	64,257
Fund balance - beginning	<u>59,438</u>	<u>70,094</u>	<u>10,656</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 74,913</u>	<u>\$ 74,913</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended December 31, 2018
Debt Service Fund

See Accountant's Compilation Report

	Amended <u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Property Taxes	\$ 689	\$ 215,171	\$ 214,482
SURA Property Tax Increment	1,527,446	1,328,905	(198,541)
Specific Ownership taxes	4,577	13,390	8,813
PIF-Property Tax	-	-	-
Interest income	18,000	48,402	30,402
Transfer from Capital Projects	-	982,427	982,427
Transfer from STCMD No. 1	133,244	111,859	(21,385)
Transfer from STCMD No. 3	<u>10,107</u>	<u>4,326</u>	<u>(5,781)</u>
	<u>1,694,063</u>	<u>2,704,480</u>	<u>1,010,417</u>
Expenditures			
Bond interest - 2015A	1,023,300	1,023,300	-
Bond principal - 2015A	1,260,000	1,260,000	-
Miscellaneous Expense	500	-	500
Treasurer's Fees	28,610	12,107	16,503
Trustee / paying agent fees	<u>4,000</u>	<u>4,000</u>	<u>-</u>
	<u>2,316,410</u>	<u>2,299,407</u>	<u>17,003</u>
Excess (deficiency) of revenues over expenditures	(622,347)	405,073	1,027,420
Fund balance - beginning	<u>2,909,609</u>	<u>2,925,878</u>	<u>16,269</u>
Fund balance - ending	<u>\$ 2,287,262</u>	<u>\$ 3,330,951</u>	<u>\$ 1,043,689</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Year Ended December 31, 2018
Capital Projects Fund

See Accountant's Compilation Report

	Annual <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Developer Advance	8,600,000	8,862,250	262,250
Interest	<u>20,000</u>	<u>4,885</u>	<u>(15,114)</u>
	<u>8,620,000</u>	<u>8,867,135</u>	<u>247,136</u>
Expenditures			
Accounting	5,000	4,467	533
Legal	55,000	57,516	(2,516)
Management	3,500	96	3,404
Construction Expenses	9,627,849	7,995,314	1,632,535
Engineering	271,088	859,969	(588,881)
Transfer to Debt Service Fund	-	982,427	(982,427)
Miscellaneous	<u>1,000</u>	<u>-</u>	<u>1,000</u>
	<u>9,963,437</u>	<u>9,899,769</u>	<u>63,668</u>
Excess (deficiency) of revenues over expenditures	(1,343,437)	(1,032,653)	310,784
Fund balance - beginning	<u>1,343,437</u>	<u>643,034</u>	<u>(700,403)</u>
Fund balance (deficit) - ending	<u>\$ -</u>	<u>\$ (389,619)</u>	<u>\$ (389,619)</u>

Lisa Johnson

From: Ellis - CDPHE, Lindsay <lindsay.ellis@state.co.us>
Sent: Wednesday, January 23, 2019 10:44 AM
To: Lisa Johnson
Subject: STC Metropolitan District - Compliance Order on Consent
Attachments: Superior Town Center Metropolitan District 1 COC (LE 01-14-19).docx

Hi Lisa,

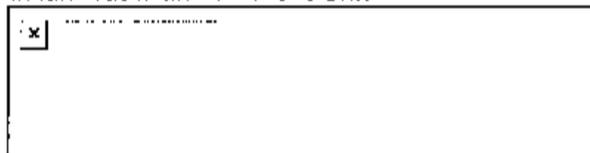
The draft Compliance Order on Consent concerning Notice of Violation SO-161006-1 is attached here for the Board's review. Please let me know if the Board proposes any changes. In addition, please provide:

1. The name, title, and contact information for the designated representative in paragraph 39
2. The name and title for the signor on the last page

Thank you for your help facilitating a quick resolution of this matter. Please let me know if you have any questions.

Lindsay

Lindsay Ellis
Enforcement Specialist
Clean Water Enforcement Unit



P 303.692.2271 | F 303.782.0390
4300 Cherry Creek Drive South, Denver, CO 80246
lindsay.ellis@state.co.us | www.colorado.gov/cdphe/clean-water



COLORADO

Department of Public Health & Environment

WATER QUALITY CONTROL DIVISION

COMPLIANCE ORDER ON CONSENT

NUMBER: SC-19XXXX-1

IN THE MATTER OF: STC METROPOLITAN DISTRICT NO. 1
 CDPS PERMIT NO. COR030000
 CERTIFICATION NO. COR03L397
 BOULDER COUNTY, COLORADO

The Colorado Department of Public Health and Environment ("Department"), through the Water Quality Control Division ("Division"), issues this Compliance Order on Consent ("Consent Order"), pursuant to the Division's authority under §§25-8-602 and 605, C.R.S. of the Colorado Water Quality Control Act ("Act") §§25-8-101 to 803, C.R.S., and its implementing regulations, with the express consent of STC Metropolitan District No. 1 ("STC"). The Division and STC may be referred to collectively as the "Parties."

STATEMENT OF PURPOSE

1. The mutual objectives of the Parties in entering into this Consent Order are to resolve, without litigation, the civil penalties associated with the violations alleged herein and in the Notice of Violation / Cease and Desist Order Number SO-161006-1 ("NOV/CDO") the Division issued to STC on October 6, 2016.

DIVISION'S FINDINGS OF FACT AND DETERMINATION OF VIOLATIONS

2. Based upon the Division's investigation into and review of the compliance issues identified herein, and in accordance with §§25-8-602 and 605, C.R.S., the Division has made the following determinations regarding STC and STC's compliance with the Act and its implementing regulations and permit.
3. At all times relevant to the violations cited herein, STC was a "Special District" formed in Boulder County, Colorado pursuant to the Special District Act, §§32-1-101, *et seq.* and 32-4-501, *et seq.*, C.R.S.
4. STC is a "person" as defined under the Water Quality Control Act, §25-8-103(13), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(73).

5. On December 10, 2013, STC initiated construction activities of the Superior Town Center mixed-use development, comprising up to 1,400 dwelling units and one million feet of commercial space in the Town of Superior, in Boulder County, Colorado (“Project”).
6. On October 31, 2013, the Division received an application from STC for coverage under the Colorado Discharge Permit System (“CDPS”) General Permit Number COR030000, for Stormwater Discharges Associated with Construction Activity (“Permit”), for a planned disturbance of 140 acres of land within the Project.
7. On November 5, 2013, the Division provided STC with Certification Number COR03L397 authorizing STC to discharge stormwater from construction activities associated with the Project to Coal Creek, St. Vrain Creek, and the South Platte River under the terms and conditions of the Permit. Certification Number COR03L397 took effect November 5, 2013 and has been administratively continued until a new General Permit takes effect.
8. Coal Creek, St. Vrain Creek, and the South Platte River are “state waters” as defined by §25-8-103(19), C.R.S. and its implementing permit regulation, 5 CCR 1002-61, §61.2(102).
9. Pursuant to 5 CCR 1002-61, §61.8, STC must comply with all the terms and conditions of the Permit, and violations of such terms and conditions may make STC subject to civil and criminal liability pursuant to §§25-8-601 through 25-8-612, C.R.S.
10. On October 14, 2015 a representative from the Division (“Inspector”) conducted an on-site inspection of the Project pursuant to the Division’s authority under §25-8-306, C.R.S., to determine STC’s compliance with the Act and the Permit. During the inspection, the Inspector interviewed the Project representative, reviewed the Project’s stormwater management records, and performed a physical inspection of the Project.

Deficient Stormwater Management Plan

11. Pursuant to Part I.B.1. of the Permit, STC must prepare a stormwater management plan (“SWMP”) in accordance with good engineering, hydrologic, and pollution control practices.
12. Pursuant to Part I.B.2. of the Permit, the Project’s SWMP must identify all potential sources of pollution and describe the practices used to reduce pollutants in stormwater discharges associated with construction activity at the Project.
13. Pursuant to Part I.C. of the Permit, the SWMP must include, at a minimum, the items listed below.
 - a. Site Description - The plan must clearly describe the construction activity, including:
 - i. the nature of the construction activity;
 - ii. the proposed sequence for major activities;
 - iii. estimates of the total area of the Project and the area and location expected to be disturbed;
 - iv. a summary of existing data used in the development of the construction plans or stormwater management plan that describe the soil or existing potential for soil erosion;
 - v. a description of the existing vegetation and an estimate of the percent vegetative ground cover;
 - vi. the location and description of all potential pollution sources, including ground surface disturbance, vehicle fueling, and storage of fertilizers or chemicals;

- vii. the location and description of any allowable sources of non-stormwater discharges, such as springs, landscape irrigation return flow, construction dewatering, and concrete washout; and
 - viii. the name of the receiving water(s) and the size, type, and location of any outfall or, if the discharge is to a municipal separate storm sewer, the name of that system, the location of the storm sewer discharge, and the ultimate receiving water(s).
- b. Site Map - The SWMP must include a legible site map, showing the entire site and identifying:
- i. construction site boundaries;
 - ii. all areas of ground surface disturbance;
 - iii. areas of cut and fill;
 - iv. areas used for storage of building materials, equipment, soil, or waste;
 - v. locations of dedicated asphalt or concrete batch plants;
 - vi. locations of all structural control measures;
 - vii. locations of all non-structural control measures; and
 - viii. locations of springs, streams, wetlands, and other surface waters.
- c. Stormwater Management Controls - The SWMP must describe all control measures implemented at the Project to reduce the potential for pollutant sources to contribute to stormwater runoff, including the items listed below.
- i. Stormwater Management Plan Administrator - The SWMP must identify a specific individual(s), position, or title responsible for developing, implementing, maintaining, and revising the SWMP.
 - ii. Identification of Potential Pollutant Sources - The SWMP must identify and describe those sources with the potential to contribute pollutants to stormwater discharges.
 - iii. Best Management Practices (“BMPs”) for Stormwater Pollution Prevention - The SWMP must describe BMPs implemented at the Project to reduce the potential of pollution sources to contribute pollutants to stormwater discharges. The SWMP must describe installation and implementation specifications for each BMP identified in the SWMP.
 - (1) Structural Practices for Erosion and Sediment Control - The SWMP must describe and locate all structural practices implemented at the Project to minimize erosion and sediment transport. Practices may include: straw bales, wattles / sediment control logs, silt fences, earth dikes, drainage swales, sediment traps, subsurface drains, pipe slope drains, inlet protection, outlet protection, gabions, and temporary or permanent sediment basins.
 - (2) Non-Structural Practices for Erosion and Sediment Control - The SWMP must describe and locate all non-structural practices implemented at the Project to minimize erosion and sediment transport. The description must include interim and permanent stabilization practices and site-specific scheduling for implementation of the practices. Non-structural control measures may include: temporary or permanent vegetation, mulching, geotextiles, sod stabilization, slope roughening, vegetative buffer strips, tree protection, and preservation of mature vegetation.

- (3) Phased Control Measure Implementation - The SWMP must describe the relationship between the phases of construction and the implementation and maintenance of both structural and non-structural stormwater management controls. The SWMP must identify the controls to be implemented during the Project phases, which can include, but are not limited to, clearing and grubbing, road construction, utility and infrastructure installation, vertical construction, final grading, and final stabilization.
 - (4) Materials Handling and Spill Prevention - The SWMP must describe and locate all practices implemented at the Project to minimize impacts from procedures or significant materials that could contribute pollutants to stormwater discharges.
 - (5) Dedicated Concrete or Asphalt Batch Plants - The SWMP must describe and locate practices implemented at the Project to control stormwater pollution from dedicated concrete or asphalt batch plants.
 - (6) Vehicle Tracking Control - The SWMP must describe and locate all practices implemented at the Project to control potential sediment discharges from vehicle tracking.
 - (7) Waste Management and Disposal, Including Concrete Washout - The SWMP must describe and locate practices implemented at the Project to control stormwater pollution from all construction site wastes, including concrete washout activities.
 - (8) Groundwater and Stormwater Dewatering - The SWMP must describe and locate practices implemented at the Project to control stormwater pollution from the dewatering of groundwater or stormwater from excavations, wells, etc.
- d. Final Stabilization and Long-Term Stormwater Management - The SWMP must describe the practices used to achieve final stabilization of all disturbed areas at the Project and any planned measures to control pollutants in stormwater discharges occurring after construction operations at the Project are complete.
 - e. Inspection and Maintenance - The SWMP must describe inspection and maintenance procedures used at the Project to maintain all erosion and sediment control measures and other protective practices in good and effective operating condition.
14. During the October 14, 2015 inspection, the Inspector reviewed the SWMP and identified the deficiencies described in paragraphs 14(a-b) below.
- a. The site map included with the SWMP did not locate the 100 acres of ground surface disturbance occurring across the Project, areas used for the staging of building materials and soil stockpiles outside of designated subcontractor staging areas and observed throughout the northern half of the Project, and the complete length of the irrigation ditch diverted across the southern portion of the Project.
 - b. The SWMP did not describe all BMPs used at the Project to reduce the potential for pollutant sources to contribute to stormwater runoff. First, the SWMP did not describe practices for minimizing the impacts of spilled materials such as paints, solvents, chemicals, and fuels. Although the SWMP stated that subcontractors implemented individual spill prevention and response procedures, the SWMP did not clearly describe and locate the procedures themselves. Second, the SWMP did not describe the practices implemented at the Project to

control pollution from the dewatering of stormwater. Specifically, the SWMP did not describe the process of pumping stormwater collected in utility excavations at the lift station into an adjacent retention pond.

15. STC failed to prepare a complete and accurate SWMP for the Project.
16. STC's failure to prepare a complete and accurate SWMP for the Project violates Part I.B.1., Parts I.B.2.(a) and (b), Parts I.C.2.(b), (d), and (h), and Parts I.C.3.(c)(4) and (8) of the Permit.

Failure to Maintain Required Records

17. Pursuant to Part I.D.6.(b) of the Permit, STC is required to keep a record of self-inspections of the Project. The record must include the name and title of personnel making the inspections, a description and the dates of actions taken to correct BMPs that needed maintenance, failed to operate, or proved inadequate for a particular location, and a signed statement indicating the site is compliant to the best of the signer's knowledge and belief.
18. During the Division's October 14, 2015 inspection, the Inspector reviewed the available self-inspection records for the period from June 19, 2015 through October 5, 2015 and identified that the records did not include the title of the personnel making the inspections, descriptions and dates of actions taken to correct control measures, and signed compliance statements.
19. STC's failure to properly maintain self-inspection records violates Parts I.D.6.(b)(2)(ii), (vii), and (viii) of the Permit.

Failure to Install, Maintain, or Properly Select Control Measures

20. Pursuant to Part I.B.3. of the Permit, STC must implement the provisions of the Project's SWMP as written and updated, from commencement of construction activity until final stabilization is complete.
21. Pursuant to Part I.D.2. of the Permit, STC must select, install, implement, and maintain BMPs following good engineering, hydrologic, and pollution control practices. BMPs implemented at the site must be adequately designed to control all potential pollutant sources associated with construction activity at the Project.
22. Pursuant to Part I.D.1.(f) of the Permit, all site wastes must be properly managed to prevent potential pollution of state waters.
23. Pursuant to Part I.D.7. of the Permit, all erosion and sediment control practices and other protective measures identified in the SWMP must be maintained in effective operating condition. BMPs not adequately maintained in accordance with good engineering, hydrologic, and pollution control practices, including removal of collected sediment outside the acceptable tolerances of the BMPs, are considered to be no longer operating effectively and must be addressed.
24. During the October 14, 2015 inspection, the Inspector identified deficiencies related to BMP selection, installation, and maintenance at the Project, as described in Paragraphs 24(a-j) below.

- a. No BMPs were implemented to manage ground disturbance bordering the irrigation ditch diverted through the southern portion of the Project. Specifically, no BMPs existed to control erosion and sediment transport from ground disturbance surrounding the irrigation ditch and the disturbed banks of the ditch, despite a requirement in the Project's SWMP for installation of BMPs such as surface roughening throughout the Project to "minimize soil erosion, reduce sediment transport, and stabilize disturbed areas." As a result, accumulated sediment from the Project was observed in the irrigation ditch, an unclassified state water. Stormwater runoff from this portion of the Project flowed into the irrigation ditch, which carried stormwater and irrigation water off the eastern boundary of the Project.
- b. No BMPs were implemented to manage ground disturbance along the southern portion of the Project. Specifically, no BMPs existed to control erosion and sediment transport from areas where pre-existing topsoil was being replaced, despite a requirement in the Project's SWMP for control measures to "minimize soil erosion, reduce sediment transport, and stabilize disturbed areas," including perimeter control installation within the first phase of construction and silt fence installation at the time of overlot grading activities. As a result, sediment from the disturbed areas had the potential to be discharged into Coal Creek Ditch. Stormwater runoff from this portion of the Project flowed south off the Project and into Coal Creek Ditch.
- c. No BMPs were implemented to manage ground disturbance lining the western boundary of the Project. Specifically, no BMPs existed to control erosion and sediment transport from ground that was graded along McCaslin Boulevard, despite a requirement in the Project's SWMP for BMPs to "minimize soil erosion, reduce sediment transport, and stabilize disturbed areas," including perimeter control installation within the first phase of construction and silt fence installation at the time of overlot grading activities. As a result, sediment from the disturbed areas had the potential to be discharged into Coal Creek. Stormwater runoff from this portion of the Project flowed west off the Project, collected in curb flow lines on McCaslin Boulevard, and discharged into storm inlets and the Town of Superior storm sewer system, which empties into Coal Creek.
- d. No BMPs were implemented to manage ground disturbance and the staging area at the northwest corner of the Project. First, no BMPs existed to control erosion and sediment transport from disturbed ground between the Project entrance and the water truck staging area, despite a requirement in the Project's SWMP for BMPs to "minimize soil erosion, reduce sediment transport, and stabilize disturbed areas," including perimeter control installation within the first phase of construction. Second, no BMPs existed to prevent potential pollution from the truck staging area, despite a requirement in the SWMP for properly contained staging areas. As a result, sediment from the disturbed area and leaked fluids from the truck staging area had the potential to be discharged into Coal Creek. Stormwater runoff from this portion of the Project flowed north off the Project and directly into the adjacent Coal Creek.
- e. BMPs observed along the northern boundary of the Project were not installed and maintained according to good pollution control practices. Specifically, silt fence used to manage ground disturbance was not entrenched and maintenance was needed to repair torn, sagging, and collapsed sections of fabric and to remove accumulated sediment. These deficiencies impaired the ability of the silt fence to intercept stormwater runoff from the disturbed areas and to minimize the transportation of sediment, and violated requirements in the Project's SWMP to replace sections of silt fence undercut by bypassing flows, to repair torn and slumping silt fence fabric, and to remove sediment accumulated more than six inches. As a result, accumulated sediment was observed downgradient of the silt fence in a wetland area less than 100 feet from Coal Creek. Stormwater runoff from this portion of the Project flowed north off the Project and directly into the adjacent Coal Creek.

- f. A sediment basin in the northeastern corner of the Project used to intercept stormwater runoff from upgradient disturbed areas and to stockpile soils intended for backfilling a retaining wall was not installed according to good pollution control practices. Specifically: (1) Construction of the basin did not follow design specifications in the Project's SWMP. The length of the basin was not twice as long as its width, there was no emergency spillway, and the inlet and outlet pipes shared the same end of the basin rather than being placed at the furthest distance apart. (2) The box cover necessary for settling of sediment was not installed on the outlet pipe placed on the bottom of the basin, contrary to industry publications requiring adequate retention time of stormwater before it exits the basin. (3) The soil stockpile reduced the receiving capacity of the basin. (4) No BMPs were installed immediately downgradient of the outlet pipe as it emptied from the sediment basin, despite requirements in the Project's SWMP and industry publications for outlet protection to prevent downgradient erosion and scouring. As a result, sediment-laden stormwater had the potential to be discharged into Coal Creek. Stormwater runoff from this portion of the Project flowed north across ground disturbance and materials staging areas and into the sediment basin, which discharged stormwater into a disturbed drainage swale running along the U.S. Route 36 right-of-way and directly into Coal Creek.
- g. BMPs observed on Discovery Parkway were not selected and maintained according to good pollution control practices. First, no BMPs existed to control erosion and sediment transport from both ground disturbance adjacent to Discovery Parkway and a large, uncompacted earthen berm used as a traffic control device at the transition point between the Project and the roadway. Stormwater runoff from the disturbed area and berm was transported downgradient to a single inlet protection measure, despite an industry prohibition against inlet protections as primary sediment trapping devices. Further, the rock sock inlet protection measure placed at the edge of the curb inlet was torn and had accumulated sediment and debris beyond one half of the rock sock's capacity, despite the Project's SWMP requiring repair or replacement when tears are observed and removal of accumulated sediment reaching half the storage capacity of the inlet protection. As a result, sediment-laden stormwater had the potential to bypass the rock sock and enter the storm sewer without treatment. Stormwater runoff from this portion of the Project flowed along Discovery Parkway to the curb flow line and into storm inlets and the Town of Superior storm sewer system, which empties into Coal Creek.
- h. No vehicle tracking BMPs were implemented at a disturbed area on the western boundary of the Project. Specifically, an undesignated egress was used by construction vehicles and no BMPs were in place to control the tracking of sediment onto McCaslin Boulevard, despite the Project's SWMP requiring tracking BMPs where vehicle traffic exits the construction site onto a paved roadway. As a result, sediment from vehicle tracking had the potential to leave the site in stormwater runoff, discharging to the curb flow line and storm inlets on McCaslin Boulevard, and into the Town of Superior storm sewer system, which empties into Coal Creek.
- i. Vehicle tracking BMPs at the designated site entrance on the western boundary of the Project were not maintained according to good pollution control practices. Specifically, a vehicle tracking control pad at the transition point between a disturbed area and McCaslin Boulevard was laden with sediment, despite specifications in the Project's SWMP requiring rock to be reapplied or re-graded as necessary to maintain a stabilized entrance and removal of sediment tracked onto paved roads. As a result, the pad's functionality was restricted and sediment and concrete fines were transported to the roadway. Stormwater runoff from this portion of the Project flowed west off the Project, collected in curb flow lines on McCaslin Boulevard, and discharged into storm inlets and the Town of Superior storm sewer system, which empties into Coal Creek.

- j. No BMPs were implemented to manage concrete and masonry waste discharged to the ground at the lift station on the eastern portion of the Project. Concrete waste was discharged directly to the ground, despite the Project's SWMP requiring the use of a designated concrete washout area and good housekeeping practices to "prevent pollution associated with solid, liquid, and hazardous construction-related materials and wastes." As a result, concrete waste had the potential to leave the site in stormwater runoff flowing north off the project to Coal Creek and east into a sediment basin lacking treatment controls and discharging stormwater into a disturbed drainage swale running along the U.S. Route 36 right-of-way and directly into Coal Creek.
- 25. STC failed to select, install, and maintain controls for all potential pollutant sources in stormwater runoff at the Project, following good engineering, hydrologic, and pollution control practices.
 - 26. STC's failure to select, install, and maintain control measures at the Project violates Part I.B.3., Part I.D.1.(f), Part I.D.2., and Part I.D.7. of the Permit.

ORDER AND AGREEMENT

- 27. Based on the foregoing factual and legal determinations, pursuant to its authority under §§25-8-602 and 605, C.R.S., and in satisfaction of the civil penalties associated with the violations alleged herein and in the NOV/CDO, the Division orders STC to comply with all provisions of this Consent Order.
- 28. STC agrees to the terms and conditions of this Consent Order. STC agrees that this Consent Order constitutes a notice of alleged violation and an order issued pursuant to §§25-8-602 and 605, C.R.S., and is an enforceable requirement of the Act. STC also agrees not to challenge directly or collaterally, in any judicial or administrative proceeding brought by the Division or by STC against the Division:
 - a. the issuance of this Consent Order;
 - b. the factual and legal determinations made by the Division herein; and
 - c. the Division's authority to bring, or the court's jurisdiction to hear, any action to enforce the terms of this Consent Order under the Act.
- 29. Notwithstanding the above, STC does not admit to any factual or legal determinations made by the Division herein, and any action undertaken by STC pursuant to this Consent Order will not constitute evidence of fault and liability by STC with respect to the conditions of the Project. STC expressly reserves its rights to deny any of the Division's factual or legal determinations and defend itself in any other third party proceeding relating to the information identified in this Consent Order.

CIVIL PENALTY

- 30. Based upon the factors set forth in §25-8-608(1), C.R.S., and consistent with Departmental policies for violations of the Act, STC must pay \$125,850.00 in civil penalties. The Division intends to petition the Executive Director, or his designee, to impose the \$125,850.00 civil penalty for the above violations and STC agrees to make the payment within thirty (30) calendar days of the issuance of an Order for Civil Penalty by the Executive Director or his designee. Method of payment

must be by certified or cashier's check drawn to the order of the "Colorado Department of Public Health and Environment," and delivered to:

Lindsay Ellis
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530

SCOPE AND EFFECT OF CONSENT ORDER

31. The Parties agree and acknowledge that this Consent Order constitutes a full and final settlement of the civil penalties associated with the violations alleged herein and in the NOV/CDO.
32. This Consent Order is subject to the Division's "Public Notification on Administrative Enforcement Actions Policy," which includes a 30-day public comment period. The Division and STC each reserve the right to withdraw consent to this Consent Order if comments received during the 30-day period result in any proposed modification to the Consent Order.
33. This Consent Order constitutes a final agency order or action upon the date when the Executive Director or his designee imposes the civil penalty following the public comment period. Any violation of the provisions of this Consent Order by STC, including any false certifications, are a violation of a final order or action of the Division for the purpose of §25-8-608, C.R.S., and may result in the assessment of civil penalties of up to ten thousand dollars per day for each day during which such violation occurs.
34. Notwithstanding paragraph 29 above, the violations described in this Consent Order will constitute part of STC's compliance history for purposes where such history is relevant.

LIMITATIONS, RELEASES AND RESERVATION OF RIGHTS AND LIABILITY

35. Upon the effective date of this Consent Order, and during its term, this Consent Order stands in lieu of any other enforcement action by the Division with respect to civil penalties for the specific instances of violations alleged herein and in the NOV/CDO. The Division reserves the right to bring any action to enforce this Consent Order, including actions for penalties or the collection thereof, and/or injunctive relief.
36. This Consent Order does not grant any release of liability for any violations not specifically cited herein.
37. STC reserves its rights and defenses regarding the Project other than proceedings to enforce this Consent Order.
38. Nothing in this Consent Order will preclude the Division from imposing additional requirements necessary to protect human health or the environment and to effectuate the purposes of the Consent Order. Nor will anything in this Consent Order preclude the Division from imposing additional requirements in the event that additional information is discovered that indicates such requirements are necessary to protect human health or the environment.

NOTICES

39. Unless otherwise specified, any report, notice, or other communication required under the Consent Order must be sent to:

For the Division:

Lindsay Ellis
Colorado Department of Public Health and Environment
Water Quality Control Division
Mail Code: WQCD-CWE-B2
4300 Cherry Creek Drive South
Denver, Colorado 80246-1530
Telephone: 303-692-2271
E-mail: lindsay.ellis@state.co.us

For STC:

XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX

MODIFICATIONS

40. This Consent Order may be modified only upon mutual written agreement of the Parties.

NOTICE OF EFFECTIVE DATE

41. This Consent Order will be fully effective, enforceable, and constitute a final agency action upon the date when the Executive Director or his designee imposes the civil penalty following closure of the public comment period referenced in paragraph 32. If the penalty as described in this Consent Order is not imposed, or an alternate penalty is imposed, this Consent Order becomes null and void.

BINDING EFFECT AND AUTHORIZATION TO SIGN

42. This Consent Order is binding upon STC and its elected officials, employees, agents, representatives, successors in interest, and assigns. The undersigned warrant that they are authorized to legally bind their respective principals to this Consent Order. In the event that a party does not sign this Consent Order within thirty (30) calendar days of the other party's signature, this Consent Order becomes null and void. This Consent Order may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one and the same Consent Order.

FOR STC:

_____ Date: _____
[NAME], [TITLE]

FOR THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT:

_____ Date: _____
Nathan Moore
Clean Water Compliance and Enforcement Section Manager
WATER QUALITY CONTROL DIVISION



December 6, 2018

STC Metropolitan District No. 2
Attn: Ms. Lisa Johnson
c/o: Special District Management Services, Inc.
140 Union Blvd, Suite 150
Lakewood, CO 80228

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
STC METROPOLITAN DISTRICT NO. 2
SUPERIOR, COLORADO**

Dear Ms. Johnson:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to STC Metropolitan District No. 2 ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to review costs spent to date associated with Public Improvements and determine eligible District expenses on a monthly basis.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C - Hourly Rate Schedule

EXHIBIT A**SCOPE OF WORK****I. MONTHLY 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. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

EXHIBIT B
COMPENSATION

- I. MONTHLY ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATED TOTAL \$2,000-\$3,500
TIME & MATERIALS (SUGGESTED BUDGET)

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", 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, 2019 are subject to a 5 percent increase 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.

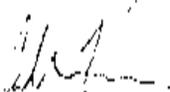
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Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC



Collin Koranda, PE

The undersigned is the (a) _____ actual owner of record of the property; (b) _____ authorized agent of the owner of the property; (c) _____ contract purchaser of the Property; (d) _____ general contractor (e) _____ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is _____

ACCEPTED: **STC METROPOLITAN
DISTRICT NO. 2**

By: _____
(Authorized Representative)

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

(Printed Name)

Name: _____

TITLE: _____

Email: _____

DATE: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** -- These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** -- These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** -- All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** -- The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
5. **BREACH AND COST OF COLLECTION** -- In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger.
6. **CHANGES IN REGULATORY ENVIRONMENT** -- The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** -- This Agreement is to be governed by the laws of the State of Illinois.
8. **CURE PERIOD** -- If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger's work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** -- Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** -- Ranger's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger's experience and qualifications and represents Ranger's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** -- To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.

To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger's negligence or the negligence of Ranger's agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER'S INSURANCE COVERAGE** - Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger's negligence:
 - a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** - In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.

Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO RANGER** - Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain of title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.

15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** - Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.

16. **PAYMENT** - Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** - Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** - Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right of way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** - If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** - Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.

21. **TERMINATION** - This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.

22. **THIRD PARTY BENEFICIARY** - If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.

23. **USE OF DOCUMENTS AND ELECTRONIC DATA** - All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inaccuracies, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** -- Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.
25. **RANGER'S SITE VISITS** -- If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.
- The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.
- Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.
26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** -- It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



EXHIBIT C

ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, 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>
Professional Engineer	\$150.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Reimbursable Expenses	Cost + 15%

**STC Metropolitan District
Community Management Report
February 12, 2019**

Architectural Reviews

422 Paintbrush- To be reviewed at the meeting.

Inspections

Inspection to be conducted on 1/31/2019.

Compliance Update

422 Paintbrush- The homeowner has submitted the requested documents and to be reviewed at the Board meeting.

General Notes

MOB Parking Garage

1. We have the signed contract back from the Thyssenkrupp. They added an addendum that needs to be reviewed by the attorney. I have sent it over for review.
2. Elevator Inspection- We received notice that this is due by February 28, 2019. The inspection company will be doing it as they can but no later than the deadline.

Snow Removal- There have been a couple issues with snow removal, mainly the lack of sun in the alleys. As we can't use ice melt yet, we may want to consider removal at smaller levels to avoid ice buildup. We have also had reports that homeowners are shoveling their balconies onto the cleared streets/sidewalks. I am meeting Vargas on 1/31/19 (weather permitting) to discuss options/plans.

SERVICE AGREEMENT FOR ELEVATOR MAINTENANCE

THIS SERVICE AGREEMENT FOR ELEVATOR MAINTENANCE (“**Agreement**”) is entered into and effective as of the 7th day of November, 2018, by and between **STC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **THYSSENKRUPP ELEVATOR CORPORATION**, a Colorado 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.

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 highest 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 does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

(c) Take all 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 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.

(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 full 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.

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, but not limited to, 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. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. 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 February 8, 2019, and shall expire on February 7, 2020. This Agreement shall automatically renew for additional terms of twelve (12) months each.

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, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of 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 or fault 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; and Independent Contractor's Protective 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.

(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 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 FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: STC Metropolitan District No. 2
c/o Special District Management Services, Inc.
141 Union Blvd, Suite 150
Lakewood, CO 80228
Phone: 303-987-0835
Email: ljohnson@sdmsi.com
Attn: Lisa Johnson

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

To Consultant: THYSSENKRUPP ELEVATOR CORPORATION
270 Interlocken Boulevard
Broomfield, Colorado 80021
Phone: 720-274-3460
Email: ben.linnabary@thyssenkrupp.com
Attn: Ben Linnabary

All notices, demands, requests or other communications shall be effective upon such personal delivery or one (1) business day after being deposited with FedEx or other nationally recognized overnight air courier service, upon electronic confirmation of 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:
THYSSENKRUPP ELEVATOR
CORPORATION

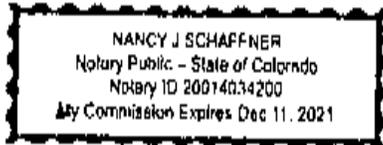
By: [Signature]
Its: Business Manager

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 18 day of November, 2018, by [Signature], as [Signature] of [Signature].

Witness my hand and official seal.

My commission expires: 12-11-2021



[Signature]
Notary Public

District:
STC METROPOLITAN DISTRICT NO. 2
By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

The foregoing instrument was acknowledged before me this 24 day of November, 2019, by [Signature], as PRESIDENT of STC Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: 9/12/19

[Signature]
Notary Public

The Attached Amendment
No 1 is Hereby Made a
Part of This Agreement

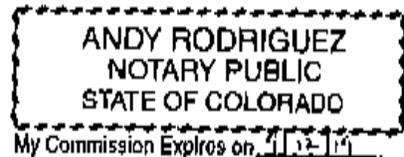


EXHIBIT A
SCOPE OF SERVICES & COMPENSATION

Gold Service Agreement

Purchaser: Sawtooth Development Group
5 Superior Dr
Superior, CO 80027

Hereinafter referred to as "Purchaser", "you", and "your".

By: ThyssenKrupp Elevator Corporation
7367 S Revere Pkwy Ste 2A
Centennial, CO 80112
Phone: 303-790-8566
Fax: 866-223-1667
www.thyssenkruppelevator.com

Hereinafter referred to as "ThyssenKrupp Elevator Corporation", "ThyssenKrupp Elevator", "we", "us" and "our".

GOLD SERVICE AGREEMENT

ThyssenKrupp Elevator agrees to maintain Purchaser's elevator equipment described below in accordance with this agreement. We will endeavor to provide a comprehensive maintenance program designed to protect your investment and maximize the performance, safety, and life span of the elevator equipment to be maintained.

Equipment To Be Maintained

Building Name	Building Location	Manufacturer	Type Of Unit	Unit ID	# Of Stops
SUPERIOR MOB PARKING GARAGE	5 Superior Dr	Thyssen	Hydraulic	034EDU936	3

ThyssenKrupp Elevator Americas



ThyssenKrupp

Gold Service Agreement

Preventative Maintenance Program

We will service your equipment described in this agreement on a regularly scheduled basis. These service visits will be performed during normal business working days and hours, which are defined as Monday through Friday, 8:00 AM to 4:30 PM (except scheduled holidays). All work performed before or after normal business working days and hours shall be considered "Overtime".

ThyssenKrupp Elevator will perform the following services:

- Examine your elevator equipment for optimum operation. Our examination, lubrication and adjustment will cover the following components of your elevator system:
 - o Control and landing positioning systems
 - o Signal fixtures
 - o Machines, drives, motors, governors, sheaves, and wire ropes
 - o Power units, pumps, valves, and jacks
 - o Car and hoistway door operating devices and door protection equipment
 - o Loadweighers, car frames and platforms, and counterweights
 - o Safety mechanisms
- Lubricate equipment for smooth and efficient performance
- Adjust elevator parts and components to maximize performance and safe operation

Full Coverage Parts Repair and Replacement

ThyssenKrupp Elevator will provide full coverage parts repair and/or replacement for all components worn due to normal wear, unless specifically excluded in the "Items Not Covered" or "Other Conditions" provisions herein. We maintain a comprehensive parts inventory to support our field operations. All replacement parts used in your equipment will be new or refurbished to meet the quality standards of ThyssenKrupp Elevator. Most specialized parts are available within 24 hours, seven days a week. We will relamp all signals as required (during regularly scheduled visits).

Maintenance Control Program

ThyssenKrupp Elevator performs service in accordance with A17.1 – 2010 / CSA B44-10. Section 8.6 of the code requires the unit owner to have a Maintenance Control Program (MCP). ThyssenKrupp's MCP meets or exceeds all requirements outlined in Section 8.6. The Maintenance Control Program includes ThyssenKrupp Elevator's Maintenance Tasks & Records documentation which shall be used to record all maintenance, repairs, replacements and tests performed on the equipment and is provided with each unit as required by code. ThyssenKrupp Elevator also provides per Section 8.6 of the code, a maintenance tasks procedures manual with each unit; TKE calls this manual the BEEP Manual, or Basic Elevator, Escalator Procedures Manual. We do not perform any tests unless such tests are specifically listed as included elsewhere in this agreement.

Quality Assurance

To help increase elevator performance and decrease downtime, our technicians utilize the latest industry methods and technology available to us for your specific brand of elevator. They will be equipped with our tools, documentation and knowledge to troubleshoot your unique system, as well as access to a comprehensive parts replacement inventory system.

Behind our technicians is a team devoted to elevator excellence. Technicians are supported around the clock by a team of engineers and field support experts. Our North American technical support facilities continuously research advancements in the industry and in your equipment. Also, our internal quality control program ensures optimum and reliable operation of your elevator equipment.

To assure that quality standards are being maintained, we may conduct periodic field quality audit surveys. Your

Gold Service Agreement

dedicated ThyssenKrupp Elevator representative will be available to discuss your elevator needs with you in all aspects of service and modernization. In addition, you may receive recommendations for upgrades that will also provide you with budget options designed to enhance the appearance, performance and safety of or meet Code requirements for your equipment over time.

Service Requests During Normal Working Days and Hours

Service requests are defined as any request for dispatch of our technician to the location of the equipment covered in this agreement from one or more of the following: you or your representative, the building or building's representative, emergency personnel, and/or passengers through the elevator's communication device and/or from Vista Remote Monitoring through the elevator's communication line. Service requests include minor adjustments and response to emergency entrapments that can be accomplished in two hours or less (excluding travel time) and do not include regularly scheduled maintenance visits.

We will respond to service requests during normal business working days and hours, as defined above, at no additional charge.

Overtime Service Requests

On all overtime service requests, you will be responsible for all labor costs including travel time, travel expenses, and time spent on the job. Such costs will be invoiced at our standard overtime billing rates. Overtime service requests are performed before or after normal business working days and hours.

Cloud Based Remote Monitoring Service

thyssenkrupp Elevator reserves the right to install new remote-monitoring devices on your elevators (each a "Device"). Each Device collects elevator signal output (i.e., cycle counters, event counters) (the "Raw Data") and transfers it into our cloud-based IoT (Internet of Things). The data is then analyzed by us to assist thyssenkrupp in anticipating maintenance needs on your equipment. Purchaser authorizes thyssenkrupp to install the Devices and, upon termination of the service agreement, to remove them from the premises if we elect to do so. thyssenkrupp shall be the sole owner of the Devices and the data communicated to us. The Devices shall not become fixtures, and are intended to reside where they are installed and should not be accessed, tampered with, or relocated. thyssenkrupp may remove the Devices and cease all data collection and analysis at any time. If the service agreement between thyssenkrupp and Purchaser is terminated for any reason, thyssenkrupp will automatically deactivate the data collection, terminate the device software and destroy all raw data previously received. The Devices installed by thyssenkrupp contain trade secrets belonging to us, and are installed for the use and benefit of our personnel only. Purchaser agrees not to permit Purchaser personnel or any third parties to use, access, copy, or reverse engineer the Devices.

Service History Website:

This agreement includes Premium access to ThyssenKrupp Elevator's website in accordance with the following terms and conditions. During the term of this Agreement, ThyssenKrupp Elevator agrees to provide Purchaser with a user name and password to ThyssenKrupp Elevator's website for access to maintenance and service call data generated following the effective date of this Agreement. Purchaser shall, at its sole cost, provide and ensure the functioning integrity of its own hardware, software and internet connection necessary to access the website. By executing this Agreement, Purchaser acknowledges that any work performed by ThyssenKrupp Elevator modernization and/or construction personnel may not be included or accessible on the website. ThyssenKrupp Elevator reserves the right to restrict access to the website if any of Purchaser's accounts with ThyssenKrupp Elevator has an outstanding unpaid balance greater than 30 days or in the event of anticipated or pending litigation of any kind.

THE WEBSITE IS PROVIDED TO CUSTOMER "AS IS" AND WITH ALL FAULTS AND DEFECTS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THYSSENKRUPP ELEVATOR EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE WITH RESPECT TO THE WEBSITE INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND

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NON-INFRINGEMENT, AND WARRANTIES THAT MAY ARISE OUT OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OR TRADE PRACTICE. WITHOUT LIMITATION TO THE FOREGOING, THYSSENKRUPP ELEVATOR PROVIDES NO WARRANTY OR UNDERTAKING, AND MAKES NO REPRESENTATION OF ANY KIND THAT THE CP WILL BE ACCESSIBLE TO CUSTOMER, ACHIEVE ANY INTENDED RESULTS, MEET CUSTOMER'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, MEET ANY PERFORMANCE OR RELIABILITY STANDARDS OR BE ERROR FREE OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW IN NO EVENT WILL THYSSENKRUPP ELEVATOR OR ITS AFFILIATES, BE LIABLE TO THE CUSTOMER OR ANY THIRD PARTY FOR ANY USE, INTERRUPTION, DELAY OR INABILITY TO USE THE WEBSITE OR FOR THE ACT OF ANY THIRD PARTY INCLUDING THE INCORPORATION OF A VIRUS, SPYWARE OR ANY OTHER MALICIOUS PROGRAMS.

ThyssenKrupp Communications@ (Check box if included)

ThyssenKrupp Communications is ThyssenKrupp Elevator's 24-hour telephone monitoring and emergency call service. Our representatives are trained to handle elevator calls and they can assess the situation and quickly dispatch a technician when necessary. If needed, they can stay on the line to reassure a stranded passenger that help is on the way. ThyssenKrupp Communications maintains digital recordings and computerized records of the time, date, and location of calls received and action taken for the benefit of passengers and building owners. Special considerations regarding ThyssenKrupp Communications are set forth below.

Periodic Safety Testing (Check box if included)

ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements as outlined in the American National Safety Code for Elevators and Escalators, ANSI A 17.1, which are in effect at the time this agreement is executed. In the event that the state, city or local governing authority in which the equipment is located has adopted different requirements, ThyssenKrupp Elevator will test your equipment in accordance with those periodic testing requirements in effect at the time this agreement is executed. You agree to pay for any costs of the inspector and/or inspection fees. Special Considerations regarding periodic safety testing are set forth below.

Product Information

You agree to provide ThyssenKrupp Elevator with current wiring diagrams that reflect all changes, parts catalogs, and maintenance instructions for the equipment covered by this agreement (exception: we will supply all of the above for new ThyssenKrupp elevators at no additional cost). You agree to authorize us to produce single copies of any programmable device(s) used in the equipment for the purpose of archival back-up of the software embodied therein. These items will remain your property.

Safety

You agree to instruct or warn passengers in the proper use of the equipment and to keep the equipment under continued surveillance by competent personnel to detect irregularities between elevator examinations. You agree to immediately report any condition that may indicate the need for correction before the next regular examination. You agree to immediately shut down the equipment upon manifestation of any irregularities in either the operation or the appearance of the equipment, to immediately notify us, and to keep the equipment shut down until the completion of any repairs. You agree to give us immediate verbal notice and written notice within ten (10) days after any occurrence or accident in or about the elevator. You agree to provide our personnel with a safe place to work. You agree to provide a suitable machine room, including secured doors, waterproofing, lighting, ventilation, and appropriate air temperature control to maintain that room at a temperature between 50°F and 90°F. You also agree to maintain the elevator pit in a dry condition at all times. Should water or other liquids become present, you will contract with others for removal and the proper handling of such liquids. We reserve the right to discontinue work in the building whenever, in our sole opinion, our

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personnel do not have a safe place to work. You also agree that if ThyssenKrupp Elevator's inspection of a piece of equipment serviced under this agreement reveals an operational problem which, in ThyssenKrupp Elevator's sole judgment, jeopardizes the safety of the riding public, ThyssenKrupp Elevator may shut down the equipment until such time as the operational problem is resolved. In that event, ThyssenKrupp Elevator will immediately advise you in writing of such action, the reason for such action, and whether any proposed solution is covered by the terms of this agreement.

Other

You agree not to permit others to make alterations, additions, adjustments, or repairs or replace any component or part of the equipment during the term of this agreement. You agree to accept our judgment as to the means and methods employed by us for any corrective work under this agreement. Since ThyssenKrupp Elevator's top priority is the satisfaction of its customers, if you should have any concern(s) with the means and methods used to maintain or repair the equipment covered under this agreement, you agree to provide us with written notice of that concern and give us thirty (30) days to respond either in writing or commence action to appropriately resolve it.

In the event of the sale, lease or other transfer of the ownership or management of the premises in which the elevator(s) or equipment described herein are located, you agree to see that such transferee is made aware of this agreement and agrees to assume and/or be bound by the conditions hereof for the balance of the unexpired term of this agreement. Should the transferee fail to assume this agreement, you shall remain liable for all unpaid amounts, including those owed for the balance of the current unexpired term of this agreement.

In consideration of ThyssenKrupp Elevator performing the services herein specified, you expressly agree, to the fullest extent permitted by law, to indemnify, defend, save harmless, discharge, release and forever acquit ThyssenKrupp Elevator Corporation, our employees, officers, agents, affiliates, and subsidiaries from and against any and all claims, demands, suits, and proceedings brought against ThyssenKrupp Elevator, our employees, officers, agents, affiliates and subsidiaries for loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death that are alleged to have been caused by the Purchaser or any others in connection with the presence, use, misuse, maintenance, installation, removal, manufacture, design, operation or condition of the equipment covered by this agreement, or the associated areas surrounding such equipment. Your duty to indemnify does not apply to the extent that the loss, property damage (including damage to the equipment which is the subject matter of this agreement), personal injury or death is determined to be caused by or resulting from the negligence of ThyssenKrupp Elevator and/or our employees. You recognize that your obligation to ThyssenKrupp Elevator under this clause includes payment of all attorney's fees, court costs, judgments, settlements, interest and any other expenses of litigation arising out of such claims or lawsuits.

Insurance

You expressly agree to name ThyssenKrupp Elevator Corporation along with its officers, agents, affiliates and subsidiaries as additional insureds in your liability and any excess (umbrella) liability insurance policy(ies). Such insurance must insure ThyssenKrupp Elevator Corporation, along with its officers, agents, affiliates and subsidiaries for those claims and/or losses referenced in the above paragraph, and for claims and/or losses arising from the sole negligence or responsibility of ThyssenKrupp Elevator Corporation and/or its officers, agents, affiliates and subsidiaries. Such insurance must specify that its coverage is primary and non-contributory. You hereby waive the right of subrogation.

Items Not Covered

We do not cover cosmetic, construction, or ancillary components of the elevator system, including the finishing, repairing, or replacement of the cab enclosure, ceiling frames, panels, and/or fixtures, hoistway door panels, door frames, swing door hinges and closing devices, sills, car flooring, floor covering, lighting fixtures, ceiling light bulbs and tubes, main line power switches, breaker(s), feeders to controller, below ground or unexposed hydraulic elevator system, including but not limited to, jack cylinder, piston, PVC or other protective material; below ground or unexposed piping, alignment of elevator guide rails, smoke and fire sensors, fire service reports, all communication and entertainment devices, security

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systems not installed by us, batteries for emergency lighting and emergency lowering, air conditioners, heaters, ventilation fans, pit pumps and all other items as set forth and excluded in this agreement.

Other Conditions

With the passage of time, equipment technology and designs will change. If any part or component of your equipment covered under this agreement cannot, in our sole opinion, be safely repaired and is no longer stocked and readily available from either the original equipment manufacturer or an aftermarket source, that part or component shall be considered obsolete. You will be responsible for all charges associated with replacing that obsolete part or component as well as all charges required to ensure that the remainder of the equipment is functionally compatible with that replacement part or component. In addition, we will not be required to make any changes or recommendations in the existing design or function of the unit(s) nor will we be obligated to install new attachments or parts upon the equipment as recommended or directed by insurance companies, governmental agencies or authorities, or any other third party. Moreover, we shall not be obligated to service, renew, replace and/or repair the equipment due to any one or more of the following: anyone's abuse, misuse and/or vandalism of the equipment; anyone's negligence in connection with the use or operation of the equipment; any loss of power, power fluctuations, power failure, or power surges that in any way affect the operation of the equipment; fire, smoke, explosions, water, storms, wind, lightning, acts of civil or military authorities, strikes, lockouts, other labor disputes, theft, riot, civil commotion, war, malicious mischief, acts of God, or any other reason or cause beyond our control that affects the use or operation of the equipment. You expressly agree to release and discharge us and our employees for any and all claims and/or losses (including personal injury, death and property damage, specifically including damage to the property which is the subject matter of this agreement) associated therewith or caused thereby. ThyssenKrupp Elevator shall also automatically receive an extension of time commensurate with any delay in performance caused by or related to the aforementioned and you expressly agree to release and discharge ThyssenKrupp Elevator from any and all claims for consequential, special or indirect damages arising out of the performance of this agreement. In no event shall ThyssenKrupp Elevator's liability for damages arising out of this agreement exceed the remaining unpaid installments of the current, unexpired term of this agreement.

Should your system require any of the safety tests on the commencement date of this agreement, ThyssenKrupp Elevator assumes no responsibility for the day-to-day operation of the governor or safeties on traction elevators, or the hydraulic system on hydraulic elevators under the terms of this agreement until the test has been completed and the equipment passed. Should the respective system fail any of those tests, it shall be your sole responsibility to make necessary repairs and place the equipment in a condition that we deem acceptable for further coverage under the terms of this agreement. We shall not be liable for any damage to the building structure or the elevator resulting from the performance of any safety tests we perform at any time under this agreement. If during the initial firefighter's service test, that feature is found to be inoperable, you shall be responsible for all costs associated with necessary repair(s) to bring the elevator(s) into compliance with the applicable elevator codes in your local jurisdiction.

In the event an Attorney is retained to enforce, construe or defend any of the terms and conditions of this agreement or to collect any monies due hereunder, either with or without litigation, the prevailing party shall be entitled to recover all costs and reasonable attorney's fees.

You hereby waive trial by jury. You agree that this agreement shall be construed and enforced in accordance with the laws of the state where the equipment is located. You consent to jurisdiction of the courts, both state and Federal, of the state in which the equipment is located as to all matters and disputes arising out of this agreement.

In the event any portion of this agreement is deemed invalid or unenforceable by a court of law, public policy or statute, such finding shall not affect the validity or enforceability of any other portion of this agreement.

Our rights under this agreement shall be cumulative and our failure to exercise any rights given hereunder shall not

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operate to forfeit or waive any of said rights and any extension, indulgence or change by us in the method, mode or manner of payment or any of its other rights shall not be construed as a waiver of any of its rights under this agreement.

Price.

The price for the services as stated in this agreement shall be One Hundred Sixty Five Dollars (\$165.00) per month, excluding taxes, payable Annually in advance.

Term

This agreement is effective for Sixty (60) month(s) starting 02/08/2019 and is non-cancelable. To ensure continuous service, this agreement will be automatically renewed for successive Sixty (60) month periods, unless either party timely serves written notice upon the other party of its intention to cancel renewal at least ninety (90) days but not more than 120 days before the end of the initial Sixty (60) month period, or at least ninety (90) days but not more than 120 days before the end of any subsequent Sixty (60) month renewal period. Notice shall be sent by certified mail, return receipt requested to the address set forth on page 1 of this agreement. Time is of the essence.

Annual Price Adjustments

Since our costs to provide you with the service set forth in this agreement may increase, we reserve the right to adjust the price of our service under this agreement accordingly. In the event this occurs, we will adjust your monthly price based on the percentage change in the average rate paid to elevator examiners. This rate paid to elevator examiners consists of the hourly rate paid to examiners plus fringe benefits and union welfare granted in place of or in addition to the hourly rate. Fringe benefits include pensions, vacations, paid holidays, group insurance, sickness and accident insurance, and hospital insurance. We also reserve the right to make additional adjustment to the price of our service under this agreement and/or enact surcharges as needed to account for increased fuel prices when such increases exceed the Consumer Price Index (CPI) current rate. We also reserve the exclusive right to make additional adjustment to the price of our service under this agreement in the event that the equipment covered by this agreement is modified from its present state.

Overdue Invoices

A service charge of 1½% per month, or the highest legal rate, whichever is more, shall apply to all overdue accounts you have with ThyssenKrupp Elevator that are in any way related to your equipment described in this agreement. If you do not pay any sum due to ThyssenKrupp Elevator related to your equipment described in this agreement, regardless of whether it is billed pursuant to this agreement or any other with us, within sixty (60) days from the billing date, we may also choose to do one or more of the following: 1) suspend all service until all amounts due have been paid in full, and/or 2) declare all sums for the unexpired term of this agreement due immediately as liquidated damages and terminate our obligations under this agreement. If ThyssenKrupp Elevator elects to suspend service, we shall not be responsible for personal injury, death, damage to property (including damage to the equipment that is the subject matter of this agreement) or losses of any other type or kind that is in any way related the ThyssenKrupp Elevator's suspension of service. Upon resumption of service, you will be responsible for payment to ThyssenKrupp Elevator for all costs we incur that result from our suspension of service and to remedy any damage caused to your equipment during that time. Time is of the essence.

Alternate Payment Plan – Less Than Annual Frequency

This agreement includes a standard annual payment plan. If an alternate payment plan is selected below as indicated by your acceptance, additional cost will be added to the net billing amount in accordance with the percentages shown:

Billing Frequency	Agreement Price Increase	Check for Selection	Purchaser's Initial Acceptance
--------------------------	---------------------------------	----------------------------	---------------------------------------

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Semi-Annual	1%		
Tri-Annual	2%		
Quarterly	3%		
Monthly	4%		

Special Considerations

No Special Considerations.

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Acceptance

Your acceptance of this agreement and its approval by an authorized manager of ThyssenKrupp Elevator will constitute exclusively and entirely the agreement for the services herein described. All other prior representations or agreements, whether written or verbal, will be deemed to be merged herein and no other changes in or additions to this agreement will be recognized unless made in writing and properly executed by both parties. Should your acceptance be in the form of a purchase order or other similar document, the provisions of this agreement will govern, even in the event of a conflict. This proposal is hereby accepted in its entirety and shall constitute the entire agreement as contemplated by you and us. This proposal is submitted for acceptance within one-hundred twenty (120) days from the Date Submitted by the ThyssenKrupp Elevator representative indicated below.

No agent or employee shall have the authority to waive or modify any of the terms of this agreement without the prior written approval of an authorized ThyssenKrupp Elevator manager.

ThyssenKrupp Elevator Corporation:	Sawtooth Development Group:	ThyssenKrupp Elevator Corporation Approval:
<p>By: _____ (Signature of ThyssenKrupp Elevator Representative)</p> <p>Benjamin Linnabary Account Manager ben.linnabary@thyssenkrupp.com</p> <p>_____</p> <p>(Date Submitted)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>_____</p> <p>(Print or Type Name)</p> <p>_____</p> <p>(Print or Type Title)</p> <p>_____</p> <p>(Date of Approval)</p>	<p>By: _____ (Signature of Authorized Individual)</p> <p>Scott McGregor Sales Manager</p> <p>_____</p> <p>(Date of Approval)</p>

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.

7. 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: SERVICE AGREEMENT FOR ELEVATOR MAINTENANCE	
Date of Agreement:	District(s): STC METROPOLITAN DISTRICT NO. 2
Other Party/Parties: THYSSENKRUPP ELEVATOR CORPORATION	

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:	APPROVED:
By: _____ District	By: _____ Consultant

Re: STC METROPOLITAN DISTRICT NO.2 (MAINTENANCE)

Amendment No.1

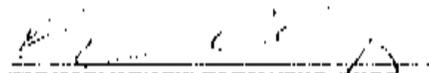
This Amendment No.1 shall be made a part of this Agreement, and in the event of conflict with other articles, terms, conditions or contract documents, this Amendment No.1 shall be final.

1.6: Amend so Consultant shall not be required to provide divulge or provide ownership rights to any products or information deemed proprietary in nature to Consultant's operations.

4.1: Amend so no party to this Agreement shall be liable for consequential damages.

4.2: Amend so the waiver of subrogation shall be limited to the extent any claim is caused by Consultant's acts or negligence. Amend so the additional insured coverage shall only apply to the extent any damages covered by the policy are determined to be caused by Consultant's acts, actions, omissions or neglects and not to the extent caused by the additional insured's own acts, actions, omissions, or neglects or for mere allegations.


STC METROPOLITAN DISTRICT NO.2


THYSSENKRUPP ELEVATOR CORP.

422 Paintbrush Lane- Recommendation

The homeowner installed both curtains on the outside of her balcony and a new glass door. Both need approval per Section 5.3 and 5.4e of the CC&RS. The pertinent section is included in this recommendation.

I would recommend approving the new balcony door but denying the curtains. There are other things that can be used to either block the sun or get privacy that would fit the architectural look of the community better.

5.2 Purpose and General Authority. The DRC shall review, study and either approve or reject proposed Improvements, including landscaping, on the Property, all in compliance with this Declaration and as further set forth in the Guidelines and such Rules and Regulations as the DRC may establish from time to time to govern its proceedings. No Improvement shall be erected, placed, reconstructed, replaced, repaired or otherwise altered, nor shall any construction, repair or reconstruction be commenced until plans for the Improvements shall have been approved by the DRC; provided, however, that Improvements that are completely within, and not visible from the outside of, a building may be undertaken without such approval, provided such Improvements do not affect the structural integrity of a building, or impact any party walls or other common or shared areas between Lots. All Improvements shall be constructed only in accordance with plans therefor approved by the DRC. In addition to reviewing and approving plans for Improvements, the DRC may review applications from Owners regarding proposed variances from the Restrictions of the Guidelines, and approve or disapprove the same.

5.3 Approval of Improvements Required. Except as may be otherwise set forth in a Supplemental Declaration, the approval of the DRC shall be required for any Improvement on any Lot except where prior approval of an Improvement on a Lot has been waived by the DRC or certain Improvements have been exempted in writing by the DRC or specifically exempted in the Guidelines. The foregoing notwithstanding, the approval of the DRC shall not be required for any Improvement made by the Declarant, or for any Improvement made by a builder, the plans for which have been approved by the Declarant in writing. Further, DRC approval of any Commercial use, Office use or Civic Space shall not be required unless DRC approval is specifically required by the Supplemental Declaration making such Commercial Site, Office Site or Civic Space part of the Property.

5.4 Improvement Defined. An Improvement requiring approval of the DRC means and includes, without limitation: (a) the construction, installation, erection, or expansion of any building, structure, or other Improvement, including utility facilities and fences; (b) the demolition or destruction, by voluntary action, of any building, structure, or other Improvement; (c) the grading, excavation, filling, or similar disturbance to the surface of the land including, without limitation, change of grade, change of ground level, change of drainage pattern, or change of stream bed; (d) installation of landscaping on a Lot or replacement of more than five percent (5%) of the total organic landscaped area on a Lot with non-organic landscape materials; (e) any change or alteration of any previously approved Improvement, including any change of exterior appearance, color or texture; and including any of the Improvements as defined in Section 1.20.

5.5 Submission of Plans. Prior to commencement of work to accomplish any proposed Improvement requiring DRC approval, including landscaping, to a Lot, the Owner proposing to make such Improvement (the "Applicant") shall submit to the DRC at its offices or at such place as it may designate for such purpose such descriptions, sketches, surveys, plot plans, drainage plans, elevation drawings, construction plans, specifications and samples of materials and colors as the DRC reasonably shall request showing the nature, kind, shape, height, width, color, materials and location of the proposed Improvement. The DRC may require submission of additional plans, specifications or other information prior to approving or disapproving the proposed Improvement. Until receipt by the DRC of all required design review fees and materials in connection with the proposed Improvement, the DRC may postpone review of any materials submitted for approval.

DESIGN REVIEW REQUEST FORM

FOR OFFICE USE ONLY

STC Metropolitan District No. 2
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

Date Received _____
Crucial Date _____
Date Sent to Entity _____
Date Recd from Entity _____

HOMEOWNER'S NAME(S) Tracy Wingo
ADDRESS 422 Van Hook St In Superior Co 80227
PHONE(S) 303.715.2600

My request involves the following type of improvement(s):

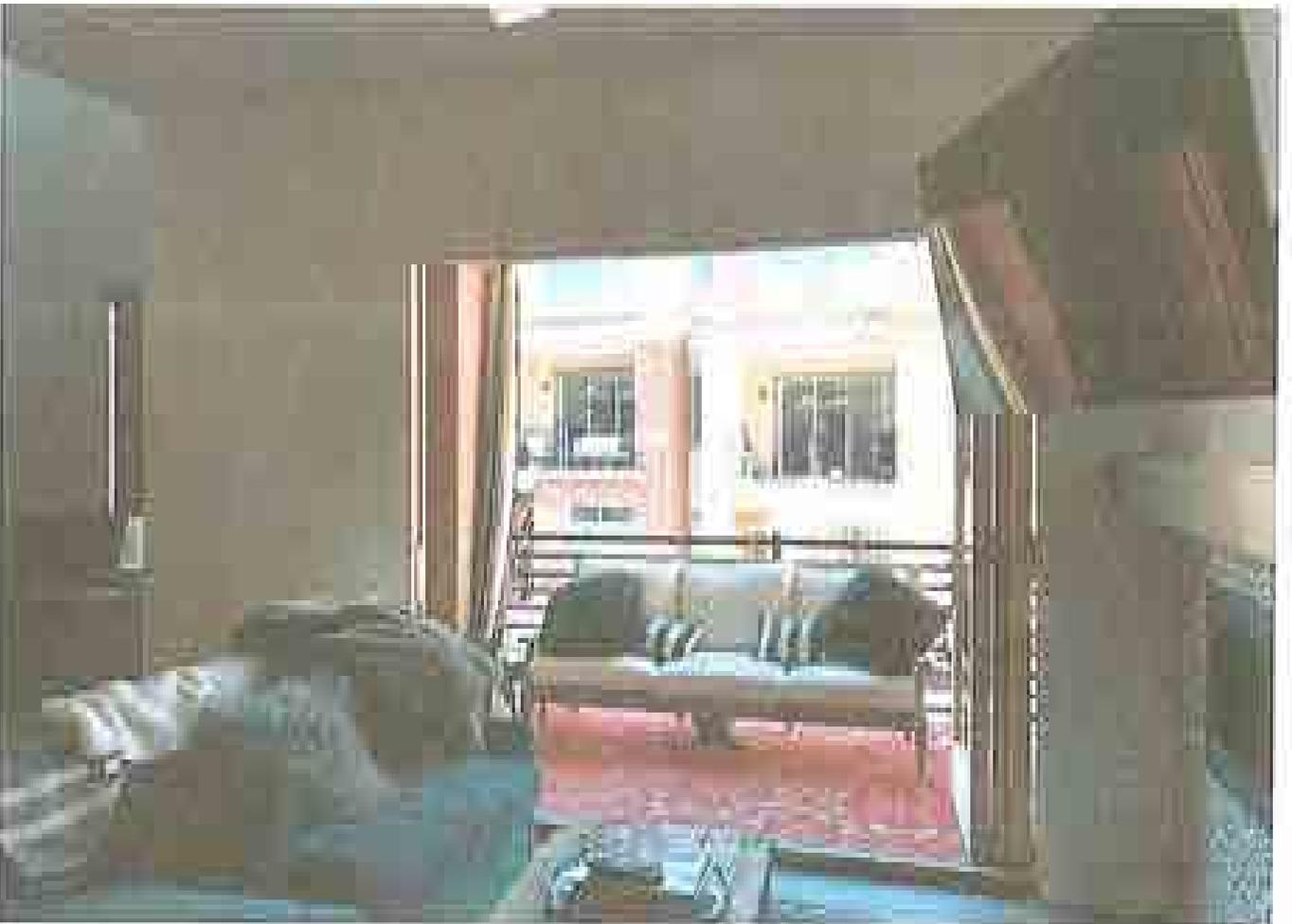
- | | | | |
|--------------------------------------|-----------------------------------------------------------------|---------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Deck/Patio Slab | <input type="checkbox"/> Roofing | <input type="checkbox"/> Drive/Walk Addition |
| <input type="checkbox"/> Painting | <input type="checkbox"/> Patio Cover | <input type="checkbox"/> Shed/Room Addition | <input type="checkbox"/> Basketball Backboard |
| <input type="checkbox"/> Fencing | <input checked="" type="checkbox"/> Other: <u>Balcony Decks</u> | | |

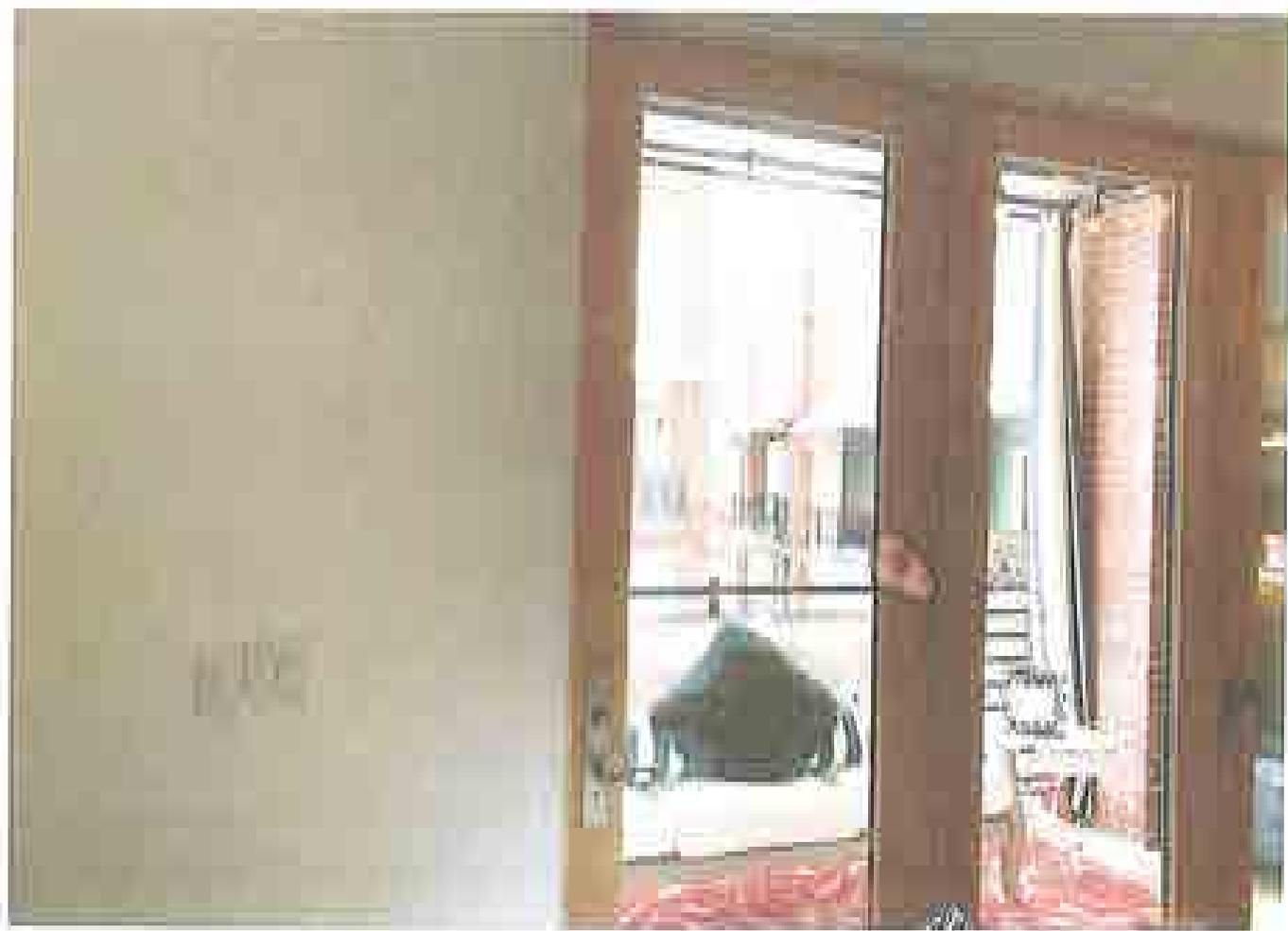
Include a plot plan drawn to scale, and describe improvements, showing in detail what you intend to accomplish. Be sure to show existing conditions as well as your proposed improvements. Example: If you will be planting trees and shrubs, be sure to indicate the type and size on the plan.

I understand that I must receive approval from the DRC in order to proceed with installation of Improvements if Improvements vary from the Guidelines or are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the DRC is not responsible for the safety of Improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations and that I may be required to obtain a building permit to complete the proposed Improvements. The DRC and the members thereof, as well as the District, the Board of Directors, or any representative of the DRC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the DRC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, except to the extent the DRC or any individual DRC member acted willfully in bad faith. All work authorized by the DRC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved Improvement, I must notify the DRC for final inspection of the Improvement and ultimate approval.

Date: 1/7/2019

Homeowner's Signature: [Signature]



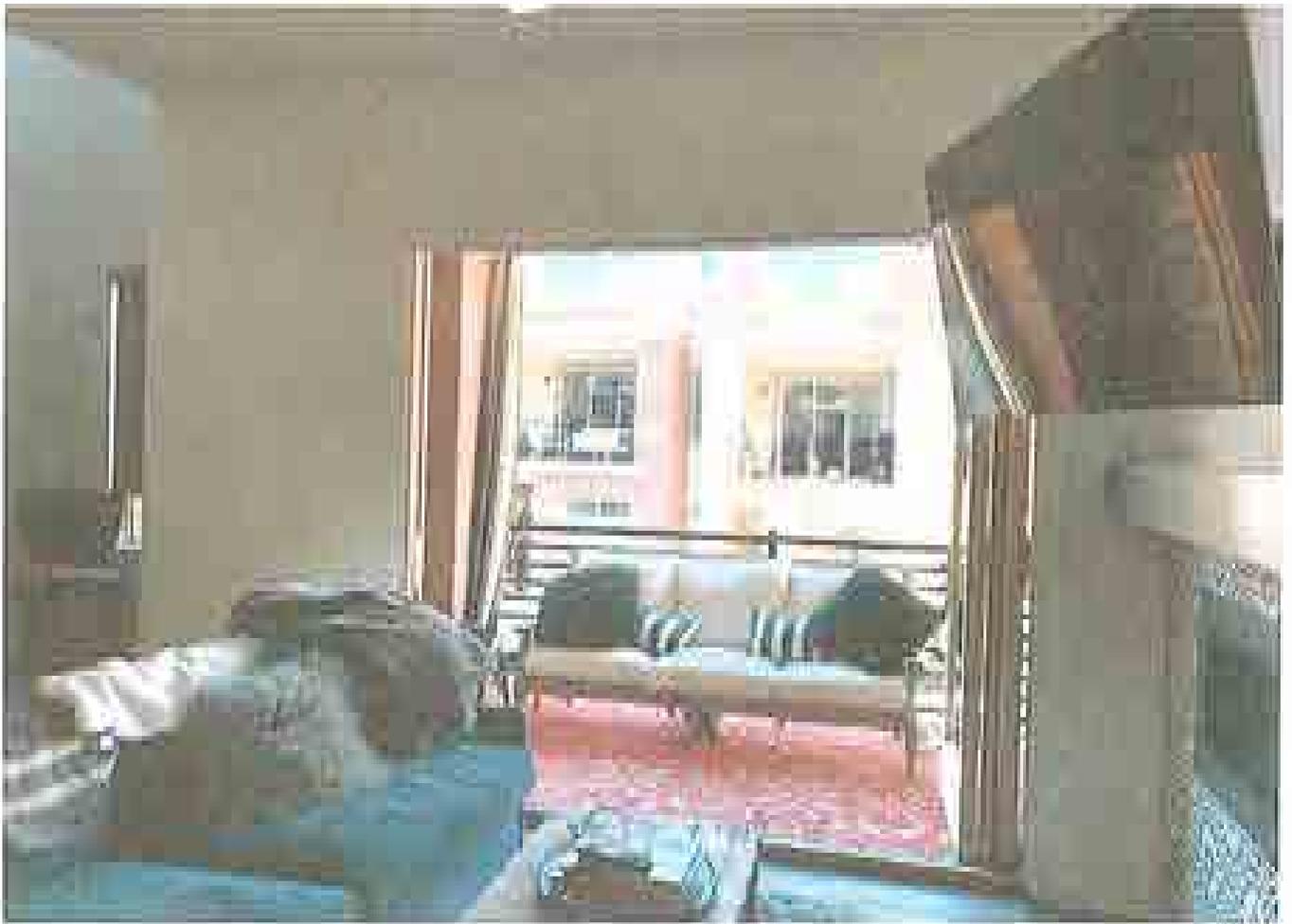












**STC METROPOLITAN DISTRICT NO. 2
ENGINEER'S REPORT and CERTIFICATION #42**

PREPARED FOR:
STC Metropolitan District No. 2
141 Union Blvd
Lakewood, CO 80228

PREPARED BY:
Manhard Consulting, Ltd.
7600 East Orchard Road, Suite 350-S
Greenwood Village, CO 80111

DATE PREPARED:
January 3, 2019

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ENGINEER'S REPORT

Introduction

Manhard Consulting, Ltd. ("Manhard") was retained by Superior Town Center Metropolitan District #2 ("District") as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with the District. Per the Cost Sharing Agreement between the Superior Urban Renewal Authority ("SURA") representing the Town of Superior ("Town"), RC Superior LLC ("Developer"), and the District, a portion of the costs are eligible to be reimbursed by the Town of Superior.

The District is located within the Town of Superior, Colorado. The development area is approximately 91 acres. This certification considers soft & indirect and construction costs.

The attached Engineer's Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer's Report, including both soft and hard costs from approximately September 2018 to December 2018, are valued at \$179,926.82 for the District, and \$137852.65 for the Town. Table I summarizes costs certified to date.

Table I – Cost Certified to Date				
Cert No.	Date	Total Costs Paid	Total District Eligible Costs	Total Town Eligible Costs
1	17-Feb-15	\$4,643,001.98	\$3,207,467.82	\$3,207,467.82
2	16-Jul-15	\$701,094.68	\$322,489.80	\$322,489.80
3	14-Aug-15	\$959,075.78	\$489,247.48	\$489,247.48
4	17-Sep-15	\$1,219,271.89	\$683,402.69	\$683,402.69
5	19-Oct-15	\$2,119,386.67	\$1,446,709.01	\$1,446,709.01
6	17-Nov-15	\$1,231,778.40	\$984,437.64	\$984,437.64
7	21-Dec-15	\$1,017,615.94	\$910,069.14	\$910,069.14
8	19-Jan-16	\$739,528.79	\$563,708.01	\$563,708.01
9	25-Feb-16	\$495,715.12	\$461,463.79	\$461,463.79
10	17-Mar-16	\$332,878.20	\$300,162.71	\$300,162.71
11	18-Apr-16	\$198,444.34	\$173,549.31	\$173,549.31
12	20-May-16	\$398,396.63	\$334,538.75	\$334,538.75
13	29-Jun-16	\$772,592.31	\$627,210.02	\$627,210.02
14	27-Jul-16	\$647,191.62	\$622,677.30	\$622,677.30
15	15-Aug-16	\$414,015.43	\$374,344.41	\$374,344.41
16	23-Sep-16	\$674,802.77	\$652,819.56	\$652,819.56
17	20-Oct-16	\$1,127,902.22	\$991,366.52	\$991,366.52
18	21-Nov-16	\$1,358,809.86	\$1,176,715.72	\$1,176,715.72
19	19-Dec-16	\$813,633.42	\$661,258.25	\$661,258.25
20	25-Jan-17	\$834,276.57	\$757,405.36	\$757,405.36
21	23-Feb-17	\$784,846.38	\$694,206.67	\$694,206.67
22	17-Mar-17	\$669,385.40	\$571,156.39	\$571,156.39
23	20-Apr-17	\$912,437.74	\$894,668.66	\$894,668.66
24	17-May-17	\$488,722.33	\$477,391.96	\$477,391.96

25	29-Jun-17	\$2,648,255.90	\$842,092.22	\$842,092.22
26	3-Aug-17	\$476,010.18	\$425,687.34	\$425,687.34
27	17-Aug-17	\$995,465.07	\$781,719.74	\$781,719.74
28	21-Sep-17	\$2,202,490.66	\$1,813,800.53	\$1,813,800.53
29	11-Nov-17	\$2,372,127.66	\$2,383,679.49	\$2,383,679.49
30	22-Nov-17	\$1,914,639.28	\$1,929,475.33	\$1,711,298.63
31	19-Dec-17	\$1,731,761.49	\$1,561,854.08	\$1,448,391.55
32	16-Feb-18	\$582,701.05	\$559,378.98	\$461,363.52
33	10-Apr-18	\$932,657.82	\$858,000.53	\$690,670.88
34	10-Apr-18	\$670,283.35	\$673,505.43	\$519,950.65
35	18-Jun-18	\$1,053,420.34	\$695,052.19	\$469,031.50
36	13-Jul-18	\$1,315,446.78	\$998,428.76	\$805,440.44
37	31-Jul-18	\$1,097,722.72	\$1,019,716.46	\$910,204.30
38	23-Aug-18	\$998,452.43	\$790,429.34	\$757,396.58
39	26-Sep-18	\$1,181,782.21	\$1,008,883.48	\$851,219.77
40	10-Oct-18	\$506,528.48	\$448,293.56	\$395,834.23
41	06-Dec-18	\$883,785.69	\$837,473.61	\$644,364.63
42	03-Jan-19	\$221,714.23	\$179,926.82	\$137,852.65
TOTALS		\$45,336,047.28	\$36,105,862.93	\$34,200,365.68

Table II summarizes the cost breakdown of the construction, soft and indirect, and district funded costs. Tables III, IV, and V provide category breakdowns of construction, soft and indirect, and district funded costs reviewed for this certification. Table VI provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories.

Public Improvements as Authorized by the Service Plan

Manhard reviewed the Service Plan associated with Superior Town Center Metropolitan District No. 2 ("Service Plan"), dated May 13, 2013.

Section I-A of the Service Plan states:

It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of the anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these public improvements.

Section V-A of the Service Plan States:

The District shall have the power and authority to provide the Public Improvements and related operations and maintenance services within and beyond the District Boundaries as such power and

authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

Section V-A.8 limits debt issuance to \$143,000,000. Exhibit C-2 maps depict the Inclusion Area of Public Improvements at the time the Service Plan was approved. Manhard has determined that the constructed improvements and associated soft and indirect construction costs ("Public Improvements") under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

Scope of Certification

The Cost Sharing Agreement has identified cost categories eligible for reimbursement. The cost categories reviewed for this report include earthwork, storm sewer, sanitary sewer, domestic water, and mob & temporary conditions. For a breakdown of district eligible costs, refer to Tables II - VIII.

General Methodology

Manhard employed a phased approach toward the preparation of this Engineer's Report and Certification of Public Costs ("Engineer's Certification").

Phase I – Authorization to Proceed and Document Gathering

Manhard was authorized to proceed with the Engineer's Certification in December 2013. The initial construction documentation was provided by the District January 11, 2014. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through June 2014.

Phase II – Site Visit and Meetings

Manhard has performed site visits to verify completion of work relating to District infrastructure during Phase II construction improvements. The site visits were to verify general conformance with contract documents and does not guarantee quality or acceptance of public improvements.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Required documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents

Copies of any agreements that will impact District funding

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Manhard.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs were performed from applicable construction drawings. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Construction Unit Costs and Indirect Costs were reviewed for market reasonableness. Manhard took into consideration the type of construction and the timeframe during which the construction occurred. Manhard determined that the costs incurred were within a reasonable range.

Phase VI – Verification of Payment for Public Costs

For current agreements, District funded costs are approved before payment is made. Contractors and consultants are to provide Conditional Lien Release Waivers for the amount of payment requested. After payment is made, the contractors and consultants are to provide Unconditional Lien Release Waivers. When applicable, cancelled checks and bank statements are also used to verify proof of payment. Certain soft and indirect costs that have portions that are both publicly and privately funded but have not yet been paid are included in this certification. These costs are clearly identified in Table VII Soft and Indirect Costs Detail in the District and Developer Disbursement columns. These costs are included in order to identify the public and private costs and assign these costs to either the Developer or the District. The proof of payment in the form of cancelled checks and bank statements will be reviewed as payments are processed and reflected on future certifications.

Phase VII – Determination of Costs Eligible for Reimbursement

Manhard concluded the Engineer's Certification by determining which improvements were eligible for District and Town reimbursement and what percent of the costs for these improvements were reimbursable.

Cost Certification Phase II construction improvements that were reimbursable consisted of roadways, paths, & hardscape and temporary conditions.

In Cost Certification #24, an Xcel fee was determined eligible in the amount of \$72,886.93. This cost shows up on two separate District funding requests. A check was originally written to pay this fee, but was canceled. After verification of the costs, the District wrote another check to pay for this fee per the June funding request, even though this cost was certified on Cost Certification #24.

A fee for American Fence directly paid by Lee Merritt of Ranch Capital was duplicated on Cost Certifications #24 and #25. There is a deduction on Cost Certification #26 to reconcile the overall costs paid to American Fence.

The Town of Superior provided a contribution of \$198,795.49 directly to the funding of the McCain Roundabout scope of work performed by Hall Irwin Corporation. On Cost Certification #27, a credit was identified for this amount to be applied to District costs. This credit did not impact the amount of reimbursable costs for the Town. The intent of this credit is to show the financial impact of the Town directly providing these funds.

Hedick Excavating Inc. ("HEI") provided Pay Application 1 directly to the District and Pay Application 2 to the Developer. The funding for these pay applications was allocated separately, but the costs were still determined to be District eligible.

On Cost Certification #31, Samon Construction Contract, costs were submitted for work related to Superior Roadway, which had the top 2" lift fail. Samon issued a credit in the amount of \$9,975 for the 2" failure on Cost Certification #32. When this work is accepted, the full line item will be billed. Costs submitted deemed District eligible for Ninyo & Moore on Cost Certification #20 were realized to be partially non-District. A negative cost of (-\$2,984.79) was identified on Cost Certification #31 to adjust for the non-District costs previously certified.

On Cost Certification #33, adjustments were made to account for errors in prior Cost Certification reports that were identified after performing an audit of certified costs to date. A Cut Above had duplicate costs certified on Certifications #21 and #22. There was a Special District Management Services, Inc invoice that was incorrectly captured as Capital costs as well. Lastly, there were various vendor invoices that were not included in final reports, and those costs were captured at this time.

During the review of Cost Certification #34, the Town notified associated parties that costs associated with the Medical Office Building Garage would not be eligible under SURA until approved by the Town Board, per Resolution No. R-36. Garage costs are currently determined to be District eligible and will become SURA eligible upon the Town Board approval.

System Development Fee backup was provided with Cost Certification #41 backup, but the costs were not included in the report, pending comments and coordination between the Town and the District.

ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Manhard Consulting, Ltd. Company (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.

3. The Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in the attached Engineer's Report dated January 3, 2019, including soft and indirect, District funded, and hard costs, are valued at an estimated **\$179,961.82**. In the opinion of the Independent Consulting Engineer, the above stated estimated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframes in similar locales.

Sincerely,

Manhard Consulting, Ltd



Collin D. Koranda, P. E.

APPENDIX A

Documents Reviewed

Agreements

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No. 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 13, 2013.
- Cost Sharing and Reimbursement Agreement between Awilda Properties and STC Metropolitan District No. 2. Dated October 21, 2015.

Construction Plans

- Final Development Plan – Phase I Superior Town Center Infrastructure Plans. Prepared by Civil Resources LLC. Dated November 12, 2013.
- Final Development Plan #1 – Phase I Street Paving Plans. Prepared by Civil Resources LLC. Dated April 29, 2016.
- Final Plat Superior Town Center Filing No. 1B. Prepared by Civil Resources LLC. Dated December 4, 2013.
- Overlot Grading and Stormwater Management Plans for Superior Town Center Phase 1A. Prepared by Civil Resources LLC. Released for construction May 22, 2015.
- Superior Town Center Phase I Utility Infrastructure Plans. Prepared by Civil Resources LLC. Issued for Construction August 20, 2015.
- Town of Superior Town Center LRB Station Final Drawings Set 1 & Set 2 Rev 0. Prepared by Dewberry Engineers Inc. Dated July 23, 2014.
- Town of Superior McCaslin Blvd. Town Center Left Turn Lane Drawings. Dated February 24, 2016.
- Superior Town Center – Construction Plans – Phase 3 (McCaslin Roundabout). Prepared by Civil Resources Inc. Dated August 12, 2016. Accepted by Public Works September 9, 2016.
- Final Development Plan 1 – Phase 4 (Marshall Road Extension) – Construction Plans – Superior Town Center. Dated August 19, 2016.

Invoices

- Sanora Construction Invoices 7-639, 9-633 dated 11/1/18 & 12/3/18.
- Sanora Invoices 635 dated 11/30/18.
- Down To Earth Invoices 47291 and 47401 dated 11/12/18 and 11/29/18.
- King Surveyors Invoice 408303 dated 11/22/18.

For soft and indirect costs and district funded costs reviewed, refer to Tables VII and VIII.

Service Plan

- Superior Town Center Metropolitan District No. 2. Prepared by McCurdy Simerson, P.C. and dated May 13, 2013.



SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Project Costs Summary for District and Town

Table 11

	Total Cost Invoiced		Maximum Eligible Costs		District Eligible Costs		Town Eligible Costs	
Direct Construction Costs	\$	108,151.81	\$	102,784.78	\$	102,784.78	\$	85,710.69
Soft and Indirect Costs	\$	78,267.51	\$	69,946.46	\$	69,946.46	\$	57,946.46
District Funded Costs	\$	17,102.29	\$	7,195.58	\$	7,195.58	\$	7,195.58
Totals	\$	203,521.61	\$	179,926.72	\$	179,926.82	\$	150,852.73

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Construction Costs Summary By Category

Table III



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Lot/Work	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ -	0.0%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Rouse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 19,010.04	64.3%
Mob & Temporary Conditions	\$ 11,700.56	35.7%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 30,710.60	100.0%
Total District Eligible Costs		
Operative	\$ -	0.0%
Capital	\$ 102,784.74	100.0%
Non District	\$ -	0.0%
	\$ 102,784.74	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Soft Costs Summary by Category

Table IV



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 66,807.63	92.4%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Recre Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 4,529.13	6.3%
Mob & Temporary Conditions	\$ 1,725.40	2.5%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancements	\$ -	0.0%
Public Park Amenities & Facilities	\$ 1,140.00	1.6%
Other Eligible Costs	\$ 25,744.90	36.0%
Not Eligible	\$ -	0.0%
	\$ 69,946.46	100.0%
Total District Eligible Costs		
Organization	\$ -	0.0%
Operation	\$ -	0.0%
Capital	\$ 69,946.46	100.0%
	\$ 69,946.46	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

District Funded Costs Summary

Table V



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ -	0.0%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ -	0.0%
Matt & Temporary Conditions	\$ -	0.0%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancements	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Other Eligible Costs	\$ 7,195.58	100.0%
Not Eligible	\$ -	0.0%
	\$ 7,195.58	100.0%
Total District Eligible Costs		
Operation	\$ -	0.0%
Capital	\$ 7,195.58	100.0%
Organization	\$ -	0.0%
	\$ 7,195.58	100.0%

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ENGINEER'S REPORT

Introduction

Manhard Consulting, Ltd. ("Manhard") was retained by STC Metropolitan District No. 2 ("District") as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with the District. Per the Cost Sharing Agreement between the Superior Urban Renewal Authority ("SUORA") representing the Town of Superior ("Town"), RC Superior LLC ("Developer"), and the District, a portion of the costs are eligible to be reimbursed by the Town of Superior.

The District is located within the Town of Superior, Colorado. The development area is approximately 91 acres. This certification considers soft & indirect and construction costs.

The attached Engineer's Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer's Report, including both soft and hard costs from approximately November 2018 to December 2018, are valued at \$198,680.87 for the District, and \$180,809.72 for the Town. Table I summarizes costs certified to date.

Table I – Cost Certified to Date				
Cert No.	Date	Total Costs Paid	Total District Eligible Costs	Total Town Eligible Costs
1	17-Feb-15	\$4,643,001.98	\$3,207,467.82	\$3,207,467.82
2	16-Jul-15	\$701,094.68	\$322,489.80	\$322,489.80
3	14-Aug-15	\$959,075.78	\$489,247.48	\$489,247.48
4	17-Sep-15	\$1,219,371.89	\$683,402.69	\$683,402.69
5	19-Oct-15	\$2,119,388.67	\$1,446,709.01	\$1,446,709.01
6	17-Nov-15	\$1,231,778.40	\$984,437.64	\$984,437.64
7	21-Dec-15	\$1,017,615.94	\$910,069.14	\$910,069.14
8	19-Jan-16	\$739,528.78	\$563,708.01	\$563,708.01
9	25-Feb-16	\$495,715.12	\$461,463.79	\$461,463.79
10	17-Mar-16	\$332,878.20	\$300,162.73	\$300,162.73
11	18-Apr-16	\$198,444.34	\$173,549.33	\$173,549.33
12	20-May-16	\$398,396.63	\$334,538.75	\$334,538.75
13	20-Jun-16	\$772,592.31	\$627,210.02	\$627,210.02
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16	23-Sep-16	\$674,802.27	\$652,819.56	\$652,819.56
17	20-Oct-16	\$1,127,902.22	\$991,366.52	\$991,366.52
18	23-Nov-16	\$1,358,809.86	\$1,176,715.72	\$1,176,715.72
19	19-Dec-16	\$813,031.42	\$661,258.25	\$661,258.25
20	25-Jan-17	\$834,276.57	\$757,405.36	\$757,405.36
21	23-Feb-17	\$784,846.38	\$694,296.67	\$694,296.67
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25	29-Jun-17	\$2,648,255.90	\$842,092.22	\$842,092.22
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28	21-Sep-17	\$2,202,490.66	\$1,813,800.55	\$1,813,800.55
29	11-Nov-17	\$2,372,127.66	\$2,363,679.49	\$2,363,679.49
30	22-Nov-17	\$1,914,639.78	\$1,929,475.33	\$1,711,298.63
31	19-Dec-17	\$1,731,761.49	\$1,561,854.08	\$1,440,391.55
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39	26-Sep-18	\$1,181,783.21	\$1,008,881.48	\$851,219.77
40	10-Oct-18	\$506,528.48	\$438,293.56	\$395,834.23
41	06-Dec-18	\$883,785.69	\$837,473.61	\$444,364.63
42	03-Jan-19	\$223,714.21	\$179,926.82	\$137,852.65
43	09-Jan-19	\$266,323.70	\$198,080.87	\$180,809.72
TOTALS		\$45,602,370.48	\$36,303,943.80	\$34,381,375.38

Table II summarizes the cost breakdown of the construction, soft and indirect, and district funded costs. Tables III, IV, and V provide category breakdowns of construction, soft and indirect, and district funded costs reviewed for this certification. Table VI provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories.

Public Improvements as Authorized by the Service Plan

Manhard reviewed the Service Plan associated with Superior Town Center Metropolitan District No. 2 ("Service Plan"), dated May 13, 2013.

Section I-A of the Service Plan states:

It is intended that the District will provide a part to all of the Public Improvements for the use and benefit of the anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these public improvements.

Section V-A of the Service Plan states:

The District shall have the power and authority to provide the Public Improvements and related operations and maintenance services within and beyond the District Boundaries as such power and

authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

Section V-A.8 limits debt issuance to \$145,000,000. Exhibit C-2 maps depict the Inclusion Area of Public Improvements at the time the Service Plan was approved. Manhard has determined that the constructed improvements and associated soft and indirect construction costs ("Public Improvements") under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

Scope of Certification

The Cost Sharing Agreement has identified cost categories eligible for reimbursement. The cost categories reviewed for this report include earthwork, storm sewer, sanitary sewer, domestic water, and mob & temporary conditions. For a breakdown of district eligible costs, refer to Tables II - VIII.

General Methodology

Manhard employed a phased approach toward the preparation of this Engineer's Report and Certification of Public Costs ("Engineer's Certification").

Phase I – Authorization to Proceed and Document Gathering

Manhard was authorized to proceed with the Engineer's Certification in December 2013. The initial construction documentation was provided by the District January 11, 2014. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through June 2016.

Phase II – Site Visit and Meetings

Manhard has performed site visits to verify completion of work relating to District infrastructure during Phase II construction improvements. The site visits were to verify general conformance with contract documents and does not guarantee quality or acceptance of public improvements.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Requested documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents.

Copies of any agreements that will impact District funding

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Manhard.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs were performed from applicable construction drawings. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Construction Unit Costs and Indirect Costs were reviewed for market reasonableness. Manhard took into consideration the type of construction and the timeframe during which the construction occurred. Manhard determined that the costs incurred were within a reasonable range.

Phase VI – Verification of Payment for Public Costs

Per current agreements, District funded costs are approved before payment is made. Contractors and consultants are to provide Conditional Lien Release Waivers for the amount of payment requested. After payment is made, the contractors and consultants are to provide Unconditional Lien Release Waivers. When applicable, cancelled checks and bank statements are also used to verify proof of payment. Certain soft and indirect costs that have portions that are both publicly and privately funded but have not yet been paid are included in this certification. These costs are clearly identified in Table VII Soft and Indirect Costs Detail in the District and Developer Disbursement columns. These costs are included in order to identify the public and private costs and assign these costs to either the Developer or the District. The proof of payment in the form of cancelled checks and bank statements will be reviewed as payments are processed and reflected on future certifications.

Phase VII – Determination of Costs Eligible for Reimbursement

Manhard concluded the Engineer's Certification by determining which improvements were eligible for District and Town reimbursement and what percent of the costs for those improvements were reimbursable.

Cost Certification Phase II construction improvements that were reimbursable consisted of roadways, paths, & landscape and temporary conditions.

In Cost Certification #24, an Xcel fee was determined eligible in the amount of \$72,886.93. This cost shows up on two separate District funding requests. A check was originally written to pay this fee, but was canceled. After verification of the costs, the District wrote another check to pay for this fee per the June funding request, even though this cost was certified on Cost Certification #24.

A fee for American Fence directly paid by Lee Merritt of Ranch Capital was duplicated on Cost Certifications #24 and #25. There is a deduction on Cost Certification #26 to reconcile the overall costs paid to American Fence.

The Town of Superior provided a contribution of \$198,795.49 directly to the funding of the McCaslin Roundabout scope of work performed by Hall Irwin Corporation. On Cost Certification #27, a credit was identified for this amount to be applied to District costs. This credit did not impact the amount of reimbursable costs for the Town. The intent of this credit is to show the financial impact of the Town directly providing these funds.

Hudlek Excavating Inc. ("HEI") provided Pay Application 1 directly to the District and Pay Application 2 to the Developer. The funding for these pay applications was allocated separately, but the costs were still determined to be District eligible.

On Cost Certification #11, Samson Construction Contract, costs were submitted for work related to Superior Roadway, which had the top 3rd lift fail. Samson issued a credit in the amount of \$9,975 for the 2nd failure on Cost Certification #12. When this work is accepted, the full line item will be billed. Costs submitted deemed District eligible for Ninyo & Moore on Cost Certification #20 were realized to be partially non-District. A negative cost of (-\$2,984.79) was identified on Cost Certification #31 to adjust for the non-District costs previously certified.

On Cost Certification #13, adjustments were made to account for errors in prior Cost Certification reports that were identified after performing an audit of certified costs to date. A Cut Above had duplicate costs certified on Certifications #21 and #22. There was a Special District Management Services, Inc invoice that was incorrectly captured as Capital costs as well. Lastly, there were various vendor invoices that were not included in final reports, and those costs were captured at this time.

During the review of Cost Certification #34, the Town notified associated parties that costs associated with the Medical Office Building Garage would not be eligible under SURA until approved by the Town Board, per Resolution No. R-36. Garage costs are currently determined to be District eligible and will become SURA eligible upon the Town Board approval.

System Development Fee backup was provided with Cost Certification #41 backup, but the costs were not included in the report, pending comments and coordination between the Town and the District.



ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Manhard Consulting, Ltd. Company (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.
2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.
3. The Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in the attached Engineer's Report dated January 9, 2019, including soft and indirect, District funded, and hard costs, are valued at an estimated \$198,080.87. In the opinion of the Independent Consulting Engineer, the above stated estimated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Sincerely,

Manhard Consulting, Ltd.

A handwritten signature in black ink, appearing to read "C. Koranda", written over a light blue horizontal line.

Collin D. Koranda, P. E.

APPENDIX A

Documents Reviewed

Agreements

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No. 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 15, 2013.
- Cost Sharing and Reimbursement Agreement between Aweida Properties and STC Metropolitan District No. 2. Dated October 21, 2015.

Construction Plans

- Final Development Plan – Phase I Superior Town Center Infrastructure Plans. Prepared by Civil Resources LLC. Dated November 12, 2013.
- Final Development Plan #1 – Phase I Street Paving Plans. Prepared by Civil Resources LLC. Dated April 29, 2016.
- Final Plat Superior Town Center Filing No. 11B. Prepared by Civil Resources LLC. Dated December 4, 2013.
- Overlot Grading and Stormwater Management Plans for Superior Town Center Phase 1A. Prepared by Civil Resources LLC. Released for construction May 22, 2015.
- Superior Town Center Phase I Utility Infrastructure Plans. Prepared by Civil Resources LLC. Issued for construction August 20, 2015.
- Town of Superior Town Center LIR Station Final Drawings Set 1 & Set 2-Rev 0. Prepared by Dewberry Engineers Inc. Dated July 25, 2014.
- Town of Superior McCaslin Blvd. Town Center Left Turn Lane Drawings – Dated February 24, 2016.
- Superior Town Center – Construction Plans – Phase 3 (McCaslin Roundabout). Prepared by Civil Resources Inc. Dated August 12, 2016. Accepted by Public Works September 9, 2016.
- Final Development Plan 1 – Phase 4 (Marshall Road Extension) – Construction Plans – Superior Town Center. Dated August 19, 2016.



Invoices

- Samara Construction Invoice 16-642 dated 1/7/19.
- Samara Invoice 641 dated 12/20/18.
- Hatfield Renovating Inc Invoice 15 dated 12/31/18.

For soft and indirect costs and district funded costs reviewed, refer to Tablet VII and VIII.

Service Plan

- Superior Town Center Metropolitan District No. 2. Prepared by McCandy Simeros, P.C. and dated May 13, 2013.



SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Project Costs Summary for District and Town

Table B

	Total GHT Project	Maximum Eligible Costs	District Eligible Costs	Town Eligible Costs
Direct Construction Costs	\$ 95,965.71	\$ 84,524.65	\$ 84,524.65	\$ 97,253.55
Soft and Indirect Costs	\$ 100,000.29	\$ 88,241.29	\$ 88,241.29	\$ 88,241.29
District Paid/In-Costs	\$ 95,700.20	\$ 15,312.91	\$ 15,312.91	\$ 15,312.91
Total	\$ 200,000.00	\$ 188,080.97	\$ 188,080.97	\$ 200,800.72

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Construction Costs Summary By Category

Table III



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 23,743.50	35.3%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ 36,290.00	54.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 7,226.00	10.7%
Mob & Temporary Conditions	\$ -	0.0%
SOC - Planning Area 1 and 2	\$ -	0.0%
SOC - Planning Area 3	\$ -	0.0%
Painting & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 67,259.50	100.0%
Total District Eligible Costs		
Operating	\$ -	0.0%
Capital	\$ 84,524.65	100.0%
Non District	\$ -	0.0%
	\$ 84,524.65	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Soft Costs Summary By Category

Table IV



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 11,458.28	12.4%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 6,268.11	6.4%
Mob & Temporary Conditions	\$ 1,787.00	1.8%
SDC - Planning Area 1 and 2	\$ -	0.0%
IDC - Planning Area 1	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Other Eligible Costs	\$ 18,728.90	19.4%
Not Eligible	\$ -	0.0%
	\$ 98,243.29	100.0%
Total District Eligible Costs		
Organization	\$ -	0.0%
Operation	\$ -	0.0%
Capital	\$ 98,243.29	100.0%
	\$ 98,243.29	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

District Funded Costs Summary



Table V

Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$	0.0%
Roadways, Paths, & Hardscape	\$	0.0%
Offsite Roadways	\$	0.0%
Walls and Structures	\$	0.0%
Storm Sewer	\$	0.0%
Sanitary Sewer	\$	0.0%
Reuse Water & Irrigation Piping	\$	0.0%
Domestic Water	\$	0.0%
Dry Utilities	\$	0.0%
Park Site Development	\$	0.0%
Mob & Temporary Conditions	\$	0.0%
SDC - Planning Area 1 and 2	\$	0.0%
SDC - Planning Area 3	\$	0.0%
Parking & Architectural Enhancements	\$	0.0%
Public Park Amenities & Facilities	\$	0.0%
Other Eligible Costs	\$ 15,112.91	100.0%
Not Eligible	\$	0.0%
	\$ 15,112.91	100.0%
Total District Eligible Costs		
Operation	\$	0.0%
Capital	\$ 15,112.91	100.0%
Organization	\$	0.0%
	\$ 15,112.91	100.0%

**STC METROPOLITAN DISTRICT NO. 2
ENGINEER'S REPORT and CERTIFICATION #44**

PREPARED FOR:

STC Metropolitan District No. 2
141 Union Blvd
Lakewood, CO 80228

PREPARED BY:

Manhard Consulting, Ltd.
7600 East Orchard Road, Suite 350-5
Greenwood Village, CO 80111

DATE PREPARED:

January 24, 2019

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Cert No.	Date	Total Costs Paid	Total District Eligible Costs	Total Town Eligible Costs
1	17-Feb-15	\$4,641,001.98	\$1,207,467.82	\$1,207,467.82
2	16-Jul-15	\$701,094.68	\$322,489.80	\$322,489.80
3	14-Aug-15	\$959,073.78	\$489,247.48	\$489,247.48
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19	19-Dec-16	\$813,631.42	\$661,258.25	\$661,258.25
20	25-Jan-17	\$834,276.57	\$757,404.36	\$757,404.36
21	23-Feb-17	\$784,846.38	\$694,206.67	\$694,206.67
22	17-Mar-17	\$663,385.40	\$571,156.39	\$571,156.39
23	20-Apr-17	\$912,437.74	\$894,668.66	\$894,668.66
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42	03-Jan-19	\$223,714.21	\$179,926.82	\$137,852.65
43	09-Jan-19	\$266,323.20	\$198,080.87	\$180,809.72
44	24-Jan-19	\$105,648.98	\$82,117.55	\$82,117.55
TOTALS		\$45,708,019.85	\$36,886,061.34	\$34,463,292.98

Table II summarizes the cost breakdown of the construction, soft and indirect, and district funded costs. Tables III, IV, and V provide category breakdowns of construction, soft and indirect, and district funded costs reviewed for this certification. Table VI provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories.

Public Improvements as Authorized by the Service Plan

Manhard reviewed the Service Plan associated with Superior Town Center Metropolitan District No. 2 ("Service Plan"), dated May 13, 2013.

Section I-A of the Service Plan states:

It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of the anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these public improvements.

Section V-A of the Service Plan States:

The District shall have the power and authority to provide the Public Improvements and related operations and maintenance services within and beyond the District Boundaries as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

Section V-A.8 limits debt issuance to \$145,000,000. Exhibit C-2 maps depict the Inclusion Area of Public Improvements at the time the Service Plan was approved. Manhard has determined that the constructed improvements and associated soft and indirect construction costs ("Public Improvements") under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

Scope of Certification

The Cost Sharing Agreement has identified cost categories eligible for reimbursement. The cost categories reviewed for this report include earthwork, storm sewer, sanitary sewer, domestic water, and mob & temporary conditions. For a breakdown of district eligible costs, refer to Tables II - VIII.

General Methodology

Manhard employed a phased approach toward the preparation of this Engineer's Report and Certification of Public Costs ("Engineer's Certification").

Phase I – Authorization to Proceed and Document Gathering

Manhard was authorized to proceed with the Engineer's Certification in December 2013. The initial construction documentation was provided by the District January 11, 2014. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through June 2018.

Phase II – Site Visit and Meetings

Manhard has performed site visits to verify completion of work relating to District infrastructure during Phase II construction improvements. The site visits were to verify general conformance with contract documents and does not guarantee quality or acceptance of public improvements.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Requested documentation include the following:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents

- Copies of any agreements that will impact District funding.

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Manhard.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs were performed from applicable construction drawings. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Construction Unit Costs and Indirect Costs were reviewed for market reasonableness. Manhard took into consideration the type of construction and the timeframe during which the construction occurred. Manhard determined that the costs incurred were within a reasonable range.

Phase VI – Verification of Payment for Public Costs

Per current agreements, District funded costs are approved before payment is made. Contractors and consultants are to provide Conditional Lien Release Waivers for the amount of payment requested. After payment is made, the contractors and consultants are to provide Unconditional Lien Release Waivers. When applicable, cancelled checks and bank statements are also used to verify proof of payment. Certain soft and indirect costs that have portions that are both publicly and privately funded but have not yet been paid are included in this certification. These costs are clearly identified in Table VII Soft and Indirect Costs Detail in the District and Developer Disbursement columns. These costs are included in order to identify the public and private costs and assign these costs to either the Developer or the District. The proof of payment in the form of cancelled checks and bank statements will be reviewed as payments are processed and reflected on future certifications.

Phase VII – Determination of Costs Eligible for Reimbursement

Manhard concluded the Engineer's Certification by determining which improvements were eligible for District and Town reimbursement and what percent of the costs for these improvements were reimbursable.

Cost Certification Phase II construction improvements that were reimbursable consisted of roadways, patios, & hardscape and temporary conditions.

In Cost Certification #24, an Xcel fee was determined eligible in the amount of \$72,886.93. This cost shows up on two separate District funding requests. A check was originally written to pay this fee but was canceled. After verification of the costs, the District wrote another check to pay for this fee per the June funding request, even though this cost was certified on Cost Certification #24.

A fee for American Fence directly paid by Lee Merritt of Rauch Capital was duplicated on Cost Certifications #24 and #25. There is a deduction on Cost Certification #26 to reconcile the overall costs paid to American Fence.

The Town of Superior provided a contribution of \$198,795.49 directly to the funding of the McCaslin Roundabout scope of work performed by Hall Irwin Corporation. On Cost Certification #27, a credit was identified for this amount to be applied to District costs. This credit did not impact the amount of reimbursable costs for the Town. The intent of this credit is to show the financial impact of the Town directly providing these funds.

Hudick Excavating Inc. ("HEI") provided Pay Application 1 directly to the District and Pay Application 2 to the Developer. The funding for these pay applications was allocated separately, but the costs were still determined to be District eligible.

On Cost Certification #31, Samra Construction Contract, costs were submitted for work related to Superior Roadway, which had the top 2" lift fail. Samra issued a credit in the amount of \$9,975 for the 2" failure on Cost Certification #32. When this work is accepted, the full line item will be billed. Costs submitted deemed District eligible for Ninyo & Moore on Cost Certification #20 were realized to be partially non-District. A negative cost of (-\$2,984.79) was identified on Cost Certification #31 to adjust for the non-District costs previously certified.

On Cost Certification #33, adjustments were made to account for errors in prior Cost Certification reports that were identified after performing an audit of certified costs to date. A Cut Above had duplicate costs certified on Certifications #21 and #22. There was a Special District Management Services, Inc invoice that was incorrectly captured as Capital costs as well. Lastly, there were various vendor invoices that were not included in final reports, and those costs were captured at this time.

During the review of Cost Certification #34, the Town notified associated parties that costs associated with the Medical Office Building Garage would not be eligible under SURA until approved by the Town Board, per Resolution No. R-36. Garage costs are currently determined to be District eligible and will become SURA eligible upon the Town Board approval.

System Development Fee backup was provided with Cost Certification #31 backup, but the costs were not included in the report, pending comments and coordination between the Town and the District.

ENGINEER'S CERTIFICATION

Collin D Korunda, P.E. / Manhard Consulting, Ltd. Company (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.
2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.
3. The Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in the attached Engineer's Report dated January 24, 2019 including soft and indirect, District funded, and hard costs, are valued at an estimated \$82,117.55. In the opinion of the Independent Consulting Engineer, the above stated estimated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Sincerely,

Manhard Consulting, Ltd



Collin D. Korunda, P. E.

APPENDIX A

Documents Reviewed

Agreements

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No. 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 13, 2013.
- Cost Sharing and Reimbursement Agreement between Aweida Properties and STC Metropolitan District No. 2. Dated October 21, 2015.

Construction Plans

- Final Development Plan—Phase I Superior Town Center Infrastructure Plans. Prepared by Civil Resources LLC. Dated November 12, 2013.
- Final Development Plan #1 – Phase I Street Paving Plans. Prepared by Civil Resources LLC. Dated April 29, 2016.
- Final Plat Superior Town Center Filing No. 1B. Prepared by Civil Resources LLC. Dated December 4, 2013.
- Overlot Grading and Stormwater Management Plans for Superior Town Center Phase 1A. Prepared by Civil Resources LLC. Released for construction May 22, 2015.
- Superior Town Center Phase I Utility Infrastructure Plans. Prepared by Civil Resources LLC. Issued for Construction August 20, 2015.
- Town of Superior Town Center Lift Station Final Drawings Set 1 & Set 2 Rev 0. Prepared by Dewberry Engineers Inc. Dated July 25, 2014.
- Town of Superior McCaslin Blvd. Town Center Left Turn Lane Drawings. Dated February 24, 2016.
- Superior Town Center – Construction Plans – Phase 3 (McCaslin Roundabout). Prepared by Civil Resources Inc. Dated August 12, 2016. Accepted by Public Works September 9, 2016.
- Final Development Plan 1 – Phase 4 (Marshall Road Extension) – Construction Plans – Superior Town Center. Dated August 19, 2016.



Invoices:

- Hall Irwin 16033-1 Retainage, Dated 11/27/18
- Down To Earth Compliance, Invoice 47584, Dated 12/26/18.

For soft and indirect costs and district funded costs reviewed, refer to Tables VII and VIII.

Service Plan

- Superior Town Center Metropolitan District No. 2, Prepared by McCordy Simons, P.C., and dated May 13, 2013.



SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Project Costs Summary for District and Town

Table 1

	Total Cost Incurred		Maximum Eligible Costs		District Eligible Costs		Town Eligible Costs	
Direct Construction Costs	\$	62,806.74	\$	62,806.74	\$	62,806.74	\$	62,806.74
Soft and Indirect Costs	\$	13,715.51	\$	13,715.51	\$	13,715.51	\$	13,715.51
Districts Tracked Costs	\$	17,622.93	\$	5,595.30	\$	5,595.30	\$	5,595.30
Total	\$	94,145.18	\$	82,117.56	\$	82,117.56	\$	82,117.56

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT
Construction Costs Summary By Category

Table III



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 22,227.88	25.4%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ 1,258.50	1.5%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ 2,820.53	4.5%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ -	0.0%
Mob & Temporary Conditions	\$ 14,500.14	14.9%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 62,806.74	100.0%
Total District Eligible Costs		
Operational	\$ -	0.0%
Capital	\$ 62,806.74	100.0%
Non District	\$ -	0.0%
	\$ 62,806.74	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Soft Costs Summary By Category

Table IV



Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ 11,332.14	82.8%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ 1,207.57	8.8%
Mob & Temporary Conditions	\$ 1,156.20	8.4%
SDC - Planning Area 1 and 2	\$ -	0.0%
SDC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Other Eligible Costs	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 13,715.51	100.0%
Total District Eligible Costs		
Organization	\$ -	0.0%
Operation	\$ -	0.0%
Capital	\$ 13,715.51	100.0%
	\$ 13,715.51	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

District Funded Costs Summary

Table V



Manhard
CONSULTING

Category	Total Eligible Soft Costs	Category Percentage
Total Town Eligible Costs		
Earthwork	\$ -	0.0%
Roadways, Paths, & Hardscape	\$ -	0.0%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
House Water & Irrigation Piping	\$ -	0.0%
Domestic Water	\$ -	0.0%
Dry Utilities	\$ -	0.0%
Park Site Development	\$ -	0.0%
Mob. & Temporary Conditions	\$ -	0.0%
SOC - Planning Area 1 and 2	\$ -	0.0%
SOC - Planning Area 3	\$ -	0.0%
Parking & Architectural Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Other Eligible Costs	\$ 3,595,300	100.0%
Not Eligible	\$ -	0.0%
	\$ 3,595,300	100.0%
Total District Eligible Costs		
Operation	\$ -	0.0%
Capital	\$ 3,595,300	100.0%
Organization	\$ -	0.0%
	\$ 3,595,300	100.0%

DESIGN REVIEW REQUEST FORM

FOR OFFICE USE ONLY

STC Metropolitan District No. 2
141 Union Blvd., Suite 150
Lakewood, CO 80228
303-987-0835

Date Received _____
Crucial Date _____
Date Sent to Entity _____
Date Rev'd from Entity _____

HOMEOWNER'S NAME(S): Valery Vlasov
ADDRESS: 422 Pennsylvania in Englewood CO 80222
PHONE(S): 303 718 2691

My request involves the following type of improvement(s):

- | | | | |
|--------------------------------------|--------------------------------------------------------------------------|---------------------------------------------|-----------------------------------------------|
| <input type="checkbox"/> Landscaping | <input type="checkbox"/> Deck/Patio Slab | <input type="checkbox"/> Roofing | <input type="checkbox"/> Drive/Walk Addition |
| <input type="checkbox"/> Painting | <input type="checkbox"/> Patio Cover | <input type="checkbox"/> Shed/Room Addition | <input type="checkbox"/> Basketball Backboard |
| <input type="checkbox"/> Fencing | <input checked="" type="checkbox"/> Other: <u>replacement patio slab</u> | | |

Include a plot plan drawn to scale, and describe improvements, showing in detail what you intend to accomplish. Be sure to show existing conditions as well as your proposed improvements. Example: If you will be planting trees and shrubs, be sure to indicate the type and size on the plan.

I understand that I must receive approval from the DRC in order to proceed with installation of improvements if improvements vary from the Guidelines or are not specifically exempt. I understand that I may not alter the drainage on my lot. I understand that the DRC is not responsible for the safety of improvements, whether structural or otherwise, or conformance with building codes or other governmental laws or regulations and that I may be required to obtain a building permit to complete the proposed improvements. The DRC and the members thereof, as well as the District, the Board of Directors, or any representative of the DRC, shall not be liable for any loss, damage or injury arising out of or in any way connected with the performance of the DRC for any action, failure to act, approval, disapproval, or failure to approve or disapprove submittals, except to the extent the DRC or any individual DRC member acted willfully in bad faith. All work authorized by the DRC shall be completed within the time limits established specified below, but if not specified, not later than one year after the approval was granted. I further understand that following the completion of my approved improvement, I must notify the DRC for final inspection of the improvement and ultimate approval.

Date: 12.14

Homeowner's Signature: [Signature]