

STC METROPOLITAN DISTRICT NO. 2

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 · 800-741-3254
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NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
James A. Brzostowicz	President	2020/May 2020
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: March 6, 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 February 12, 2019 Special Meeting (enclosure).
 - Ratify approval of Service Agreement with Ranger Engineering, LLC for District Engineering and Cost Certification Services (enclosure).
-

III. FINANCIAL MATTERS

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

Fund	Period Ending Feb. 25, 2019
General	\$ 32,563.67
Debt	\$ -0-
Capital	\$ 7,958.97
Total	\$ 40,522.64

-
- B. Review and accept unaudited financial statements through the period ending January 31, 2019 and updated cash position statement dated January 31, 2019 (enclosure).
-

IV. LEGAL MATTERS

- A. Conduct public hearing on the inclusion of approximately 1.968 acres of real property owned by RC Superior, LLC, into the Boundaries of the District. Consider adoption of Resolution No. 2019-03-01, Resolution for Inclusion of Real Property (enclosure) (Petition for Inclusion- to be distributed).
-

- B. Review and consider approval of a Service Agreement for Project Management.
-

V. OPERATIONS AND MAINTENANCE

- A. Discuss and consider approval of Structural Engineering Service Agreement between the District and Loris and Associates, a Division of Otak (enclosure).
-

- B. _____
-

VI. COVENANT CONTROL

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

- B. _____
-

VII. CAPITAL PROJECTS

- A. Status of improvement costs in the amount of \$259,508.79 under that certain Final Engineers Report and Certification #45 prepared by Manhard Consulting, Ltd., dated February 25, 2019 (enclosure).
-

- B. Status of Contract with SAMORA Construction for Block 25 Infrastructure.
-

- C. _____

VIII. DEVELOPER UPDATE

- A. Status of lot and home sales.
-

IX. OTHER MATTERS

- A. _____

- X. ADJOURNMENT **THE NEXT MEETING IS SCHEDULED FOR APRIL 3, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2 HELD FEBRUARY 12, 2019

A Special 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 Tuesday, the 12th day of February, 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 and Judy Leyshon; Special District Management Services, Inc.

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

Mark Chambers; Simmons & Wheeler, P.C.

Dave Andrews; Edifice, LLC (via speakerphone)

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 Special Meeting.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Agenda was approved, as presented.

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 Hulsebus, seconded by Director Brzostowicz 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 January 2, 2019 Regular Meeting.
- Consider and approve Resolution No. 2019-02-01; Resolution Establishing 2019 Regular Meeting Dates, Time and Location.

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

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.

RECORD OF PROCEEDINGS

Unaudited Financial Statements: Mr. Chambers presented the unaudited financial statements for the period ending December 31 2018 and the updated schedule of cash position for the period ending December 31, 2018.

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

LEGAL MATTERS

Compliance Order of Consent Concerning Notice of Violation S0-161006-1: The Board reviewed the compliance order of consent concerning Notice of Violation S0-161006-1. No action was required.

OPERATIONS / MAINTENANCE

Proposal from Ranger Engineering, LLC for District Engineering and Cost Certification Services: The Board discussed a proposal from Ranger Engineering, LLC for District Engineering and Cost Certification Services.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board approved the proposal from Ranger Engineering, LLC for District Engineering and Cost Certification Services. It was noted that Attorney Becher would draft the agreement.

COMMUNITY MANAGEMENT

Community Management Report: The Board discussed and reviewed the Community Manager's Report. The Board addressed the snow removal concerns contained in the report.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board directed Ms. Johnson to get a recommendation from Vargas Property Services, Inc. relative to modifying the requirements related to snow removal criteria.

The Board further authorized Director Brzostowicz to make a decision on the recommendation and bring any modifications back to the Board via Change Order.

Service Agreement with Thyssen Krupp for Annual Elevator Services: The Board reviewed the Service Agreement with Thyssen Krupp for annual elevator services.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board ratified approval of the Service Agreement with Thyssen Krupp for annual elevator services.

Design Review Request: The Board discussed a Design Review Request relative to balcony door and curtain.

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board approved the balcony door modification but denied the curtain based upon material. It was noted that Ms. Ripko would work with the owner to determine if an alternate material would be acceptable. The Board will further review specification if needed.

CAPITAL PROJECTS

Final Engineer's Report and Certification #42 dated January 3, 2019: Ms. Johnson reviewed with the Board the improvement costs under the Final Engineer's Report and Certification #42, dated January 3, 2019, prepared by Manhard Consulting, Ltd.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board accepted the improvement costs in the approximate amount of \$179,926.82 under that certain Final Engineer's Report and Certification #42, dated January 3, 2019, prepared by Manhard Consulting, Ltd.

Final Engineer's Report and Certification #43 dated January 9, 2019: Ms. Johnson reviewed with the Board the improvement costs under the Final Engineer's Report and Certification #43, dated January 9, 2019, prepared by Manhard Consulting, Ltd.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board accepted the improvement costs in the approximate amount of \$198,080.87 under that certain Final Engineer's Report and Certification #43, dated January 9, 2019, prepared by Manhard Consulting, Ltd.

Final Engineer's Report and Certification #44 dated January 24, 2019: Ms. Johnson reviewed with the Board the improvement costs under the Final Engineer's Report and Certification #44, dated January 24, 2019, prepared by Manhard Consulting, Ltd.

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 improvement costs in the approximate amount of \$82,117.55 under that certain Final Engineer's Report and Certification #44, dated January 24, 2019, prepared by Manhard Consulting, Ltd.

Award of Contract for Block 25 Infrastructure to a Contractor to be determined for Utilities, Walks, Pavement, and Lighting: The Board reviewed the bids received for utilities, walks, pavement, and lighting construction on Block 25.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board approved an award of contract to SAMORA Construction in the amount of \$1,795,098.32 for utilities, walks, pavement, and lighting construction on Block 25, subject to confirmation of availability of funding by the Developer once the Facilities Funding And Acquisition Agreement is amended by the Developer.

**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.

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

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL FEBRUARY 12, 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 2019 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 12, 2019.

STC METROPOLITAN DISTRICT NO. 2

By: _____

President

Attest:


Secretary

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

THIS SERVICE AGREEMENT FOR DISTRICT ENGINEERING AND COST VERIFICATION SERVICES (“**Agreement**”) is entered into and effective as of the _____ day of _____, 2019, by and between **STC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **RANGER ENGINEERING, LLC**, a Colorado limited liability company (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 C** 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 B** 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 D** ("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 B**, unless otherwise approved in advance by the District in writing.

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

III. TERM AND TERMINATION

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

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

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

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, 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 non-owned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.

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

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims-made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance 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, Colorado 80203
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: Ranger Engineering, LLC
2590 Cody Ct.
Lakewood, CO 80215
Phone: (720) 940-3345
Email: ckoranda@rangerengineeringllc.com
Attn: Collin Koranda, PE

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.

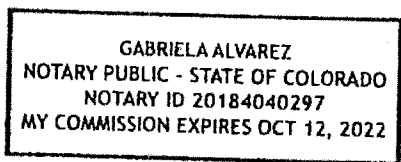
Consultant:
RANGER ENGINEERING, LLC
 By: _____
 Its: PRINCIPAL

STATE OF COLORADO)
)
 COUNTY OF Jefferson) ss.
)

The foregoing instrument was acknowledged before me this 20th day of February, 2019, by Collin Koranda, as PRINCIPAL of Ranger Engineering, LLC.

Witness my hand and official seal.

My commission expires: October 12, 2022



 Notary Public

District:
STC METROPOLITAN DISTRICT NO. 2
 By: _____
 President

STATE OF COLORADO)
)
 COUNTY OF _____) ss.
)

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by James A. Brzostowicz, as President of STC Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: _____

 Notary Public

EXHIBIT A
SCOPE OF SERVICES

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**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.58/mile
Reimbursable Expenses	Cost + 15%

EXHIBIT C
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 D

FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

APPROVED:
By: _____
District

APPROVED:
By: _____
Consultant



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Affinity, LLC P. O. Box 879610 Kansas City, MO 64187-9610	CONTACT NAME: Lockton Affinity, LLC PHONE (A/C, No. Ext): 800-301-8814 E-MAIL ADDRESS:	FAX (A/C, No): 913-652-7599
	INSURER(S) AFFORDING COVERAGE	
INSURED Ranger Engineering, LLC 2590 Cody Court Lakewood, CO 80215	INSURER A: Twin City Fire Insurance Company	29459
	INSURER B: Travelers Casualty and Surety Co. of Am	31194
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			37SBABE0645-00	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2000000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			37SBABE0645-00	09/13/2018	09/13/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			37SBABE0645-00	09/13/2018	09/13/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability - Errors & Omissions Retroactive Date: 8/7/18			106981539	09/14/2018	09/14/2019	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER 2687335 STC Metropolitan District No. 2 c/o Special District Management Services, Inc. 141 Union Blvd, Suite 150 Lakewood, CO 80228	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Ranger Engineering, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p> <p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p><input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____</p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p><input type="checkbox"/> Other (see instructions) ▶ _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions. 2590 Cody Ct.</p> <p>6 City, state, and ZIP code Lakewood, CO 80215</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	3	-	1	3	8	5	1	1	8

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 7-30-2018
------------------	----------------------------	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

STC Metropolitan District No.2
February-19

	General	Debt	Capital	Totals
Disbursements	\$ 32,348.37	\$ -	\$ 7,958.97	\$ 40,307.34
Qtr Payroll Tax	\$ -	\$ -	\$ -	\$ -
Payroll	\$ 200.00	\$ -	\$ -	\$ 200.00
Payroll Taxes District Portion	\$ 15.30	\$ -	\$ -	\$ 15.30
Total Disbursements from Checking Acct	\$32,563.67	\$0.00	\$7,958.97	\$40,522.64

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
1339						
02/25/2019	1 Above Elevator Inspections	68-19	Parking Structure	1-730	165.00	165.00
Total 1339:						165.00
1340						
02/25/2019	Division of Oil and Public Safety	I-0003618	Miscellaneous	1-685	30.00	30.00
Total 1340:						30.00
1341						
02/25/2019	Doody Calls	20498	Miscellaneous	1-685	60.00	60.00
Total 1341:						60.00
1342						
02/25/2019	Manhard Consulting	41597	Engineering	3-784	4,779.10	4,779.10
Total 1342:						4,779.10
1343						
02/25/2019	McGeady Becher P.C.	1190B JAN 19	Legal	1-675	1,976.53	1,976.53
02/25/2019	McGeady Becher P.C.	1190B JAN 19	Legal	3-675	2,702.57	2,702.57
Total 1343:						4,679.10
1344						
02/25/2019	Simmons & Wheeler, P.C.	23848	Accounting	3-612	477.30	477.30
02/25/2019	Simmons & Wheeler, P.C.	23848	Accounting	1-612	477.31	477.31
Total 1344:						954.61
1345						
02/25/2019	Special Dist Management Svcs	#1 JAN 2019	Management	1-680	504.00	504.00
02/25/2019	Special Dist Management Svcs	#2 JAN 2019	Management	1-680	2,592.69	2,592.69
02/25/2019	Special Dist Management Svcs	#2 JAN 2019	Accounting	1-612	812.00	812.00
02/25/2019	Special Dist Management Svcs	#2 JAN 2019	Covenant Control	1-682	1,339.50	1,339.50
02/25/2019	Special Dist Management Svcs	#3 JAN 2019	Management	1-680	448.00	448.00
Total 1345:						5,696.19
1346						
02/25/2019	Special District Association	#1 2019	Insurance/SDA Dues	1-670	225.02	225.02
02/25/2019	Special District Association	#2 2019	Insurance/SDA Dues	1-670	543.86	543.86
02/25/2019	Special District Association	#3 2019	Insurance/SDA Dues	1-670	225.00	225.00
Total 1346:						993.88
1347						
02/25/2019	Thyssenkrupp Elevator Corporati	3004422397	Parking Structure	1-730	123.75	123.75
Total 1347:						123.75
1348						
02/25/2019	Town of Superior	2289 1/2 02/19	Utilities	1-704	13.37	13.37
02/25/2019	Town of Superior	438 1/2 02/19	Utilities	1-704	13.37	13.37

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
Total 1348:						<u>26.74</u>
1349						
02/25/2019	Vargas Property Services, Inc.	28030	Snow Removal	1-725	2,639.50	2,639.50
02/25/2019	Vargas Property Services, Inc.	28061	Snow Removal	1-725	3,139.50	3,139.50
02/25/2019	Vargas Property Services, Inc.	28082	Snow Removal	1-725	4,118.13	4,118.13
02/25/2019	Vargas Property Services, Inc.	28104	Snow Removal	1-725	7,035.00	7,035.00
02/25/2019	Vargas Property Services, Inc.	28108	O&M - Maintenance	1-735	2,800.00	2,800.00
02/25/2019	Vargas Property Services, Inc.	28146	O&M - Maintenance	1-735	2,115.17	2,115.17
Total 1349:						<u>21,847.30</u>
1350						
02/25/2019	Xcel Energy	624588733	Utilities	1-704	115.87	115.87
02/25/2019	Xcel Energy	624596587	Utilities	1-704	123.22	123.22
02/25/2019	Xcel Energy	624603167	Utilities	1-704	177.19	177.19
02/25/2019	Xcel Energy	624623290	Utilities	1-704	334.53	334.53
02/25/2019	Xcel Energy	624628033	Utilities	1-704	200.86	200.86
Total 1350:						<u>951.67</u>
Grand Totals:						<u><u>40,307.34</u></u>

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
02/25/2019	9118	Brzostowicz, James	
02/25/2019	9119	Hulsebus, Angie	92.35
Grand Totals:			
	<u>2</u>		<u>92.35</u>

STC Metropolitan District #2
Financial Statements

January 31, 2019

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 January 31, 2019, 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 month 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.

February 25, 2019
Englewood, Colorado

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

See Accountant's Compilation Report

Assets	General Fund	Debt Service Fund	Capital Projects Fund	Account Groups	Total All Funds
Current assets					
Cash in checking	\$ 118,953	\$ 10,854	\$ 31,403	\$ -	\$ 161,210
UMB PIF Supp Interest	-	5,327	-	-	5,327
UMB Non-PIF Supp Interest	-	341	-	-	341
UMB Non-PIF Surplus	-	1,350,745	-	-	1,350,745
UMB Non-PIF Supp Principal	-	365,258	210	-	365,468
UMB PIF Supp Res Account	-	1,604,114	-	-	1,604,114
Prepaid Expenses	-	-	-	-	-
Developer Receivable	-	-	-	-	-
SURA Taxes Receivable	-	-	-	-	-
Taxes receivable	76	265	-	-	341
MOB Receivable	1,520	-	-	-	1,520
Due from District No. 1	17	145	-	-	162
Due from District No 3	3	16	-	-	19
Due to/from Other funds	-	-	-	-	-
	<u>120,569</u>	<u>3,337,065</u>	<u>31,613</u>	<u>-</u>	<u>3,489,247</u>
Other assets					
Amount available in debt service fun	-	-	-	3,337,065	3,337,065
Amount to be provided for retirement of debt	-	-	-	42,114,357	42,114,357
	<u>-</u>	<u>-</u>	<u>-</u>	<u>45,451,422</u>	<u>45,451,422</u>
	<u>\$ 120,569</u>	<u>\$ 3,337,065</u>	<u>\$ 31,613</u>	<u>\$ 45,451,422</u>	<u>\$ 48,940,669</u>
Liabilities and Equity					
Current liabilities					
Accounts payable	38,513	-	7,959	-	46,472
Retainage Payable	-	-	20,141	-	20,141
Payroll Taxes Payable	\$ 15	\$ -	\$ -	\$ -	\$ 15
	<u>38,528</u>	<u>-</u>	<u>28,100</u>	<u>-</u>	<u>66,628</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	-	-	-	764,578	764,578
Accrued Int Dev Note - O&M	-	-	-	127,658	127,658
Developer Note - Capital	-	-	-	19,287,551	19,287,551
Accrued Int Dev Note - Capital	-	-	-	1,937,945	1,937,945
Bond Discount	-	-	-	(474,863)	(474,863)
	<u>38,528</u>	<u>-</u>	<u>28,100</u>	<u>45,451,422</u>	<u>45,518,050</u>
Fund Equity					
Investment in capital improvements	-	-	-	-	-
Fund balance (deficit)	72,515	3,337,065	3,513	-	3,413,093
Emergency reserves	9,526	-	-	-	9,526
	<u>82,041</u>	<u>3,337,065</u>	<u>3,513</u>	<u>-</u>	<u>3,422,619</u>
	<u>\$ 120,569</u>	<u>\$ 3,337,065</u>	<u>\$ 31,613</u>	<u>\$ 45,451,422</u>	<u>\$ 48,940,669</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Month Ended January 31, 2019
General Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property taxes	\$ 176	\$ -	\$ (176)
Specific ownership taxes	8,200	75	(8,125)
SURA Property Tax Increment	102,495	-	(102,495)
Parking Garage Cost Share	22,000	1,520	(20,480)
Developer Advance	10,000	66,313	56,313
Miscellaneous/Interest Income	-	1	1
Transfer from District 1	40,007	17	(39,990)
Transfer from District 3	4,835	3	(4,832)
	<u>187,713</u>	<u>67,929</u>	<u>(119,784)</u>
Expenditures			
Accounting	25,000	(335)	25,335
Audit	11,000	-	11,000
Directors' Fees	5,000	200	4,800
Insurance/SDA Dues	16,000	23,686	(7,686)
Election	-	-	-
Legal	40,000	1,977	38,023
Management	50,000	3,555	46,445
Miscellaneous	1,000	40	960
Aweida Inclusion Expense	-	-	-
O&M - Covenant Control	18,000	1,340	16,660
O&M - Field Services	6,500	-	6,500
O&M - Landscaping	45,000	7,030	37,970
O&M - Equipment	1,500	-	1,500
O&M - Utilities	5,000	486	4,514
O&M - Monumentation	-	-	-
O&M - Roads & Sidewalks	40,000	22,096	17,904
O&M - Parking Garage	44,000	225	43,775
O&M - Mailboxes	2,000	-	2,000
O&M - Reserve	3,224	-	3,224
Treasurer's Fees	3	-	3
Payroll Taxes	300	15	285
Utilities	4,000	486	3,514
Emergency reserve	9,526	-	9,526
	<u>327,053</u>	<u>60,801</u>	<u>266,252</u>
Excess (deficiency) of revenues over expenditures	(139,340)	7,128	146,468
Fund balance - beginning	<u>139,340</u>	<u>74,913</u>	<u>(64,427)</u>
Fund balance - ending	<u>\$ -</u>	<u>\$ 82,041</u>	<u>\$ 82,041</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Month Ended January 31, 2019
Debt Service Fund

See Accountant's Compilation Report

	Amended <u>Budget</u>	<u>Actual</u>	Variance Favorable <u>(Unfavorable)</u>
Revenues			
Property Taxes	\$ 689	\$ -	\$ (689)
SURA Property Tax Increment	1,527,446	-	(1,527,446)
Specific Ownership taxes	4,577	263	(4,314)
PIF-Property Tax	-	-	-
Interest income	18,000	5,690	(12,310)
Transfer from Capital Projects	-	-	-
Transfer from STCMD No. 1	133,244	145	(133,099)
Transfer from STCMD No. 3	10,107	16	(10,091)
	<u>1,694,063</u>	<u>6,114</u>	<u>(1,687,949)</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	-	28,610
Trustee / paying agent fees	4,000	-	4,000
	<u>2,316,410</u>	<u>-</u>	<u>2,316,410</u>
Excess (deficiency) of revenues over expenditures	(622,347)	6,114	628,461
Fund balance - beginning	<u>2,909,609</u>	<u>3,330,951</u>	<u>421,342</u>
Fund balance - ending	<u>\$ 2,287,262</u>	<u>\$ 3,337,065</u>	<u>\$ 1,049,803</u>

STC Metropolitan District No 2
Statement of Revenues, Expenditures and Changes in Fund Balance
Budget and Actual
For the Month Ended January 31, 2019
Capital Projects Fund

See Accountant's Compilation Report

	<u>Annual Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
Revenues			
Developer Advance	5,000,000	628,779	(4,371,221)
Interest	<u>1,000</u>	<u>(2)</u>	<u>(1,002)</u>
	<u>5,001,000</u>	<u>628,777</u>	<u>(4,372,223)</u>
Expenditures			
Accounting	5,000	477	4,523
Legal	55,000	2,703	52,297
Management	2,500	-	2,500
Construction Expenses	5,000,000	559,945	4,440,055
Engineering	200,000	40,520	159,480
Transfer to Debt Service Fund	-	-	-
Miscellaneous	<u>1,000</u>	<u>-</u>	<u>1,000</u>
	<u>5,263,500</u>	<u>603,645</u>	<u>4,659,855</u>
Excess (deficiency) of revenues over expenditures	(262,500)	25,132	287,632
Fund balance - beginning	<u>279,612</u>	<u>(21,619)</u>	<u>(301,231)</u>
Fund balance (deficit) - ending	<u>\$ 17,112</u>	<u>\$ 3,513</u>	<u>\$ (13,599)</u>

RESOLUTION NO. 2019-03-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
STC METROPOLITAN DISTRICT NO. 2 FOR INCLUSION OF REAL PROPERTY**

A. RC Superior, LLC, a Delaware limited liability company, the 100% fee owner of the Property (hereinafter defined) has petitioned the STC Metropolitan District No. 2 (the “**District**”) for the inclusion into the District’s boundaries of the real property hereinafter described (“**Property**”).

B. Public Notice has been published in accordance with law, calling for a public hearing on the request for approval of said Petition.

C. The statutory requirements of Section 32-1-401(1)(a), C.R.S., for submission of a petition for inclusion to the Board of Directors of the District (“**Board**”), including a legal description of the Property, a statement that assent to the inclusion of the Property was obtained by the 100% fee owner thereof and acknowledgment in the same manner as required for conveyances of land, were presented to and have been satisfied and approved by the Board.

D. The District may consider the enlargement or extension of its facilities in the exercise of discretion as a governmental function in the interest of public health, safety and welfare.

E. The District is capable of serving the Property with facilities of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2, TOWN OF SUPERIOR, BOULDER COUNTY, COLORADO:

1. That the Board of Directors of the District shall and hereby does order the inclusion of the Property described herein within the boundaries of the District.

2. The name and address of the Petitioner and the legal description of the Property are as follows:

Petitioner:	RC Superior, LLC, a Delaware limited liability company
Address of Petitioner:	11452 El Camino Real, Suite 120 San Diego, CA 92130
Legal Description:	Approximately 1.968 acres of land legally described on <u>Exhibit A</u> attached hereto and incorporated herein.

3. That approval of this inclusion is further subject to the following:

(a) On and after the effective date of this inclusion (which shall be the date of recording of the Court Order approving the inclusion by the Clerk and Recorder of Boulder County, Colorado, unless otherwise specified in the Court Order), the Property shall be subject to the rules and regulations of the District, and the payment of any and all taxes, fees, rates and charges of the District.

Dated this [] day of [], 2019.

STC METROPOLITAN DISTRICT NO. 2

By: _____
President

Attest:

Secretary

EXHIBIT A

Legal Description

A parcel of land, being Lot 3B, Block 1 of Superior Town Center Filing No. 1B Replat No. 3 recorded December 1, 2016 as Reception No. 3560623 of the Records of Boulder County, located in the Northwest Quarter (NW1/4) of Section Nineteen (19), Township One South (T.1S.), Range Sixty-nine West (R.69W.) of the Sixth Principal Meridian (6th P.M.), Town of Superior, County of Boulder, State of Colorado.

Said parcel contains 1.968 Acres, more or less (\pm).

CERTIFICATION

I hereby certify that the foregoing is a true and correct copy of Resolution No. 2019-03-01, Resolution of the Board of Directors of STC Metropolitan District No. 2, Resolution for Inclusion of Real Property.

STC METROPOLITAN DISTRICT NO. 2

Date: _____

By: _____
Secretary

**SERVICE AGREEMENT FOR
STRUCTURAL ENGINEERING OF MARSHALL ROAD BRIDGE**

THIS SERVICE AGREEMENT FOR STRUCTURAL ENGINEERING OF MARSHALL ROAD BRIDGE OVER COAL CREEK (“Agreement”) is entered into and effective as of the [] day of [], 2019, by and between **STC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **LORIS AND ASSOCIATES, A DIVISION OF OTAK, INC.**, 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 C** 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 B** attached hereto with a total contract amount not to exceed One Hundred Thirteen Thousand One Hundred Twenty Five Dollars (\$113,125.00), unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** (“**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 B**, unless otherwise approved in advance by the District in writing.

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

III. TERM AND TERMINATION

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

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty

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

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

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, 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.

(v) Professional Liability Insurance Coverage. The Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance 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: Loris and Associates, a Division of Otak, Inc.
 100 Superior Plaza Way, Suite 220
 Superior, CO 80027
 Phone: 303-444-2073
 Email: dbeltzer@lorisandassociates.com
 Attn: Dan Beltzer

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 1 OF 2 TO SERVICE AGREEMENT]

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

Consultant:
LORIS AND ASSOCIATES, A DIVISION
OF OTAK, INC.B, a Colorado Corporation

By: _____
Its: _____

STATE OF COLORADO)
) ss.
COUNTY OF [])

The foregoing instrument was acknowledged before me this [] day of [], 2019, by [], as [] of [].

Witness my hand and official seal.

My commission expires: _____

Notary Public

[SIGNATURE PAGE 2 of 2 TO SERVICE AGREEMENT]

District:
STC METROPOLITAN DISTRICT NO. 2,
a quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
James A. Brzostowicz, President

STATE OF COLORADO)
) ss.
COUNTY OF [])

The foregoing instrument was acknowledged before me this [] day of
[], 2019, by James A. Brzostowicz, as President of STC Metropolitan District No.
2.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SCOPE OF SERVICES

The design will be performed according to the Town of Superior, CDOT, and AASHTO requirements. Drawings, specifications, and cost estimates will be prepared according to CDOT format. Construction documents will be prepared on 11"x17" sheets.

1) **Concept Design:** We assume up to three (3) meetings will be required. We also assume a total of two (2) submittals; an initial plan & cost submittal and a second submittal that incorporates review comments.

a) **Conceptual Bridge Design:** Based on conceptual studies performed to date we understand the bridge will be a single-span structure approximately 90-feet long supported on stub abutments with a single row of driven steel piles. We concur that this is likely the most cost-effective configuration for a creek crossing of this span length. We also understand that it will be desired to minimize the bridge thickness to maximize the hydraulic opening. Side-by-side prestressed concrete box beams with a composite concrete deck is generally the most cost-effective means of minimizing the bridge thickness. We will focus our design efforts on this configuration. We will provide a Bridge General Layout sheet and a construction cost estimate.

b) **Conceptual Aesthetic Enhancement Design:** We will work with the design Team to develop and evaluate the viability of various potential aesthetic enhancements. We assume renderings of the various alternates will be developed by others, and in as much, drawings will not be developed. We will provide conceptual cost estimates for up to three (3) alternates.

c) **Conceptual Wall Retaining Wall Design:** We will evaluate which wall types are most appropriate to the site conditions and in conformance with the geometric and aesthetic requirements established by the Team. We will design conceptual wall sections for up to three (3) alternates along with construction cost estimates. We assume wall geometry (plan and elevations) will be provided by others.

2) **Final Development Plan (FDP) (60% Design):** Based on feedback from the Conceptual design phase, we will advance the bridge plans, incorporating the preferred aesthetic design along with the wall design through the Final Development Plan phase. The cost estimate will be advanced, and project specifications for work beyond the CDOT Standard Specifications will also be developed. We assume two (2) meetings, an initial submittal and a revised submittal will be provided during this phase.

3) **Construction Documents (100% Design):** Plans, specifications and cost estimate will be advanced and submitted at the 95% completion level. Pending review comments, the 100% Advertisement Documents will then be submitted. An Independent Design Check and Rating Package will also be performed during this phase. We assume one (1) review meeting.

4) **Bid Phase:** We will respond to RFI's during the bid phase and provide consultation during the evaluation of bids.

5) **Construction Administration:** We will respond to contractor RFI's, review shop drawings, provide general construction consultation, perform up to ten (10) construction site visits, and provide as-built drawings.

**EXHIBIT B
COMPENSATION
Marshall Rd Bridge over Coal Creek~Loris Fee.xlsx
ALL PHASES**

TASK #	TASK NAME	TASK DETAIL	Task ID	Dan PM	Dave PE	Keely PE	Leng Draft	Sandy Admin	LORIS Subtot	LORIS Expense	LORIS Total
RATES	1.0	CONCEPTUAL DESIGN									
a.	Bridge										
	Project Management	including QC	1-PMG	2					\$ 390	\$ 50	\$ 390
	Design Meetings	Assume 1 per Task	2-MTG	3					\$ 930	\$ 50	\$ 980
	Cost Estimate	for above noted bridge	6-COS	2	4				\$ 850		\$ 850
	Conceptual Design	Develop General Layout for single-span side-by-side prestressed box beam bridge on stub abutments and a single row of piles	31-VEH	4	8		12		\$ 3,200		\$ 3,200
	Revisions	1 round of revisions & resubmit	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		Sub-Total Hours		13	19	0	16	0	\$ 48		
		Sub-Total Amount		\$ 2,535	\$ 2,155	\$ -	\$ 2,000	\$ -	\$ 6,720	\$ 50	\$ 6,770
b.	Aesthetics										
	Project Management	including QC	1-PMG	2					\$ 390		\$ 390
	Design Meetings	Assume 1 per Task	2-MTG	3					\$ 930	\$ 50	\$ 980
	Cost Estimate	for 3 alternates	6-COS	2	8				\$ 1,310		\$ 1,310
	Conceptual Design	Develop alternates working with MIG. Structural drawings are not provided at this time	31-VEH	4	4				\$ 1,240		\$ 1,240
	Revisions	1 round of revisions & resubmit	31-VEH	2	4				\$ 850		\$ 850
		Sub-Total Hours		13	19	0	0	0	\$ 32		
		Sub-Total Amount		\$ 2,535	\$ 2,155	\$ -	\$ -	\$ -	\$ 4,720	\$ 50	\$ 4,770
c.	Walls										
	Project Management	including QC	1-PMG	2					\$ 390		\$ 390
	Design Meetings	Assume 1 per Task	2-MTG	3					\$ 930	\$ 50	\$ 980
	Cost Estimate	for 3 alternates	6-COS	2	6				\$ 1,080		\$ 1,080
	Conceptual Design	Develop 3 wall concept sections	31-VEH	4	12		12		\$ 3,660		\$ 3,660
	Revisions	1 round of revisions & resubmit	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		Sub-Total Hours		13	25	0	16	0	\$ 54		
		Sub-Total Amount		\$ 2,535	\$ 2,575	\$ -	\$ 2,000	\$ -	\$ 7,470	\$ 50	\$ 7,460
		Conceptual Design Phase Total Hours		39	63	0	32	0	134		
		Conceptual Design Phase Total Amount		\$ 7,505	\$ 7,245	\$ -	\$ 4,000	\$ -	\$ 18,850	\$ 150	\$ 19,000
2.0	FDP PHASE										
a.	Bridge										
	Project Management	including QC	1-PMG	3					\$ 585		\$ 585
	Design Meetings	Assume 2 meetings during FDP phase	2-MTG	6	6				\$ 1,860	\$ 100	\$ 1,960
	Cost Estimate		6-COS	2	4				\$ 850		\$ 850
	Specifications	Project Specifications beyond CDOT Standards	5-SPC	2	2				\$ 620		\$ 620
	FDP Design	Bridge General Notes	31-VEH	1	1		2		\$ 560		\$ 560
		Bridge General Layout	31-VEH	1	4		4		\$ 1,155		\$ 1,155
		Engineering Geology - based on geotechnical report prepared by others	31-VEH	1	1		2		\$ 365		\$ 365

Marshall Rd Bridge over Coal Creek~Loris Fee.xlsx
ALL PHASES

TASK #	TASK NAME	TASK DETAIL	Task ID	Dan PH	Dave PE	Keely PE	Leng Draft	Sandy Admin	LORIS Subtot	LORIS Expense	LORIS Total
		Hydraulic Data Sheet - based on hydraulic data prepared by others	31-VEH	1	2		2		\$ 675		\$ 675
		Construction Layout - NIC this phase	31-VEH						\$ -		\$ -
		Piling Layout - NIC this phase	31-VEH						\$ -		\$ -
		Abutment Plan & Elevation	31-VEH	1	4		8		\$ 1,655		\$ 1,655
		Abutment Details	31-VEH	1	8		4		\$ 1,615		\$ 1,615
		Structure Excavation and Backfill - NIC this phase	31-VEH						\$ -		\$ -
		Superstructure Section & Details	31-VEH	2	8		8		\$ 2,310		\$ 2,310
		Deck Plan - NIC this phase	31-VEH						\$ -		\$ -
		Prestressed Concrete Box Details	31-VEH	2	4		2		\$ 1,100		\$ 1,100
		Bridge Railing Details - Assume CDOT standard railing	31-VEH	1	2		4		\$ 925		\$ 925
		Deck Elevations - NIC this phase	31-VEH						\$ -		\$ -
		1 round of revisions & resubmit	31-VEH	2	4		8		\$ 1,850		\$ 1,850
		Sub-Total Hours		25	50	0	44	0	\$ 119		\$ 119
		Sub-Total Amount		\$ 4,875	\$ 5,750	\$ -	\$ 5,500	\$ -	\$ 16,125	\$ 100	\$ 16,225
b.	Aesthetics										
	Project Management	Included under Bridge	1-PMG						\$ -		\$ -
	Design Meetings	Included under Bridge	2-MTG						\$ -		\$ -
	Cost Estimate		6-COS	2	4				\$ 850		\$ 850
	FDP Design	Develop aesthetic design	31-VEH	4	4		8		\$ 1,240		\$ 1,240
		Bridge Elevation	31-VEH	4	8		8		\$ 2,700		\$ 2,700
		Aesthetic Details	31-VEH	4	12		12		\$ 3,660		\$ 3,660
		1 round of revisions & resubmit	31-VEH	2	4		8		\$ 1,850		\$ 1,850
		Sub-Total Hours		16	32	0	28	0	\$ 76		\$ 76
		Sub-Total Amount		\$ 3,120	\$ 3,880	\$ -	\$ 3,500	\$ -	\$ 10,300	\$ -	\$ 10,300
c.	Walls										
	Project Management	Included under Bridge	1-PMG						\$ -		\$ -
	Design Meetings	Included under Bridge	2-MTG						\$ -		\$ -
	Cost Estimate		6-COS	2	4				\$ 850		\$ 850
	FDP Design	Wall General Notes	31-VEH	1	2		2		\$ 675		\$ 675
		Wall Plan & Elevations	31-VEH	2	4		12		\$ 2,350		\$ 2,350
		Wall Typical Sections	31-VEH	2	8		8		\$ 2,310		\$ 2,310
		Wall Details	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		1 round of revisions & resubmit	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		Sub-Total Hours		11	26	0	30	0	\$ 67		\$ 67
		Sub-Total Amount		\$ 2,145	\$ 2,920	\$ -	\$ 3,750	\$ -	\$ 8,885	\$ -	\$ 8,885
		FDP Phase Total Hours		52	108	0	102	0	\$ 262		\$ 262
		FDP Phase Total Amount		\$ 10,140	\$ 12,420	\$ -	\$ 12,750	\$ -	\$ 35,310	\$ 100	\$ 35,410
3.0	CONSTRUCTION DOCUMENTS										
a.	Bridge										
	Project Management	Including DC	1-PMG	3					\$ 585		\$ 585

Marshall Rd Bridge over Coal Creek~Loris Fee.xlsx
ALL PHASES

TASK #	TASK NAME	TASK DETAIL	Task ID	Dan PM	Dave PE	Keely PE	Lang Draft	Sandy Admin	LORIS Subtot	LORIS Expense	LORIS Total
	<i>Design Meetings</i>	Assume 1 meetings during CD phase	2-MTG	3	3				\$ 930	\$ 50	\$ 980
	<i>Cost Estimate</i>		6-COS	1	4				\$ 655		\$ 655
	<i>Specifications</i>	Project Specifications beyond CDOT Standards	5-SPC	2	2				\$ 620		\$ 620
	<i>Construction Documents</i>	Bridge General Notes	31-VEH	1	1		1		\$ 435		\$ 435
		Bridge General Layout	31-VEH	1	4		4		\$ 1,155		\$ 1,155
		Engineering Geology	31-VEH	1	1		1		\$ 240		\$ 240
		Hydraulic Data Sheet	31-VEH	1	2		1		\$ 550		\$ 550
		Construction Layout	31-VEH	1	2		4		\$ 925		\$ 925
		Piling Layout	31-VEH	1	2		4		\$ 925		\$ 925
		Abutment Plan & Elevation	31-VEH	1	4		8		\$ 1,655		\$ 1,655
		Abutment Details	31-VEH	1	8		4		\$ 1,615		\$ 1,615
		Structure Excavation and Backfill	31-VEH	1	2		2		\$ 675		\$ 675
		Superstructure Section & Details	31-VEH	2	4		8		\$ 1,850		\$ 1,850
		Deck Plan	31-VEH	1	4		4		\$ 1,155		\$ 1,155
		Prestressed Concrete Box Details	31-VEH	2	8		4		\$ 1,810		\$ 1,810
		Bridge Railing Details	31-VEH	1	2		4		\$ 925		\$ 925
		Deck Elevations	31-VEH	1	4		4		\$ 1,155		\$ 1,155
	<i>Revisions</i>	1 round of revisions & submit Advertisement Set	31-VEH	2	4		8		\$ 1,850		\$ 1,850
	<i>Independent Design Check</i>		31-VEH			32			\$ 5,280		\$ 5,280
	<i>Rating Package</i>		31-VEH			8			\$ 1,320		\$ 1,320
		Sub-Total Hours		26	61	40	61	0	\$ 188		\$ 188
		Sub-Total Amount		\$ 5,070	\$ 7,015	\$ 6,800	\$ 7,825	\$ 0	\$ 26,310	\$ 50	\$ 26,360
b.	<i>Aesthetics</i>										
	<i>Project Management</i>	Included under Bridge	1-PMG						\$ -		\$ -
	<i>Design Meetings</i>	Included under Bridge	2-MTG						\$ -		\$ -
	<i>Cost Estimate</i>		6-COS	2	4				\$ 850		\$ 850
	<i>Construction Documents</i>	Develop aesthetic design	31-VEH	4	4				\$ 1,240		\$ 1,240
		Bridge Elevation	31-VEH	4	8		8		\$ 2,700		\$ 2,700
		Aesthetic Details	31-VEH	4	12		12		\$ 3,660		\$ 3,660
	<i>Revisions</i>	1 round of revisions & submit Advertisement Set	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		Sub-Total Hours		16	32	0	24	0	\$ 72		\$ 72
		Sub-Total Amount		\$ 3,120	\$ 3,850	\$ -	\$ 3,000	\$ -	\$ 9,800	\$ -	\$ 9,800
c.	<i>Walls</i>										
	<i>Project Management</i>	Included under Bridge	1-PMG						\$ -		\$ -
	<i>Design Meetings</i>	Included under Bridge	2-MTG						\$ -		\$ -
	<i>Cost Estimate</i>		6-COS	2	4				\$ 850		\$ 850
	<i>Construction Documents</i>	Wall General Notes	31-VEH	2	4		2		\$ 1,100		\$ 1,100
		Wall Plan & Elevations	31-VEH	2	4		12		\$ 2,350		\$ 2,350
		Wall Typical Sections	31-VEH	2	12		8		\$ 2,770		\$ 2,770
		Wall Details	31-VEH	2	4		8		\$ 1,850		\$ 1,850
	<i>Revisions</i>	1 round of revisions & submit Advertisement Set	31-VEH	2	4		4		\$ 1,350		\$ 1,350
		Sub-Total Hours		12	32	0	34	0	\$ 78		\$ 78

Marshall Rd Bridge over Coal Creek-Loris Fee.xlsx
ALL PHASES

TASK #	TASK NAME	TASK DETAIL	Task ID	Dan PM	Dave PE	Keely PE	Leng Draft	Sandy Admin	LORIS Subtot	LORIS Expense	LORIS Total
		Sub-Total Amount		\$ 2,340	\$ 3,660	\$ -	\$ 4,250	\$ -	\$ 10,270	\$ -	\$ 10,270
		CD Phase Total Hours		54	125	40	119	0	338		
		CD Phase Total Amount		\$ 10,530	\$ 14,375	\$ 6,600	\$ 14,875	\$ -	\$ 46,380	\$ 50	\$ 46,430
4.0	BID PHASE										
a.	Bridge + Aesthetics + Wall										
	Pre-Bid Meeting	NIC	1-PMG						\$ -	\$ -	\$ -
	RFI's		1-PMG	4	2				\$ 1,010	\$ -	\$ 1,010
	Bid Evaluation		6-COS	2					\$ 390	\$ -	\$ 390
		Bid Phase Total Hours		6	2	0	0	0	8		
		Bid Phase Total Amount		\$ 1,170	\$ 230	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ 1,400
5.0	CONSTRUCTION ADMINISTRATION										
a.	Bridge + Aesthetics + Wall										
	Pre-Construction Meeting	NIC	1-PMG						\$ -	\$ -	\$ -
	RFI's		1-PMG	4	8				\$ 1,700	\$ -	\$ 1,700
	Submittals	Concrete Mix Design	6-COS		2				\$ 230	\$ -	\$ 230
	Shop Drawings	Rebar	6-COS	1	8				\$ 1,115	\$ -	\$ 1,115
		Piling	6-COS		2				\$ 230	\$ -	\$ 230
		Railing	6-COS	1	4				\$ 655	\$ -	\$ 655
		Girders	6-COS	1	4				\$ 655	\$ -	\$ 655
		Misc	6-COS	2	4				\$ 850	\$ -	\$ 850
		Aesthetic Details	6-COS	4	4				\$ 1,240	\$ -	\$ 1,240
		Walls	6-COS	4	4				\$ 1,240	\$ -	\$ 1,240
	Site Observation	Assume ten (10) site visits @ 1 hr each	6-COS	4	6				\$ 1,470	\$ 30	\$ 1,500
		Engineer's Observations Reports: 1 per visit	6-COS	4	6				\$ 1,470	\$ -	\$ 1,470
		Bid Phase Total Hours		25	52	0	0	0	77		
		Bid Phase Total Amount		\$ 4,875	\$ 5,980	\$ -	\$ -	\$ -	\$ 10,855	\$ 30	\$ 10,885
	SUMMARY BY PHASE										
		CONCEPT DESIGN		\$ 7,605	\$ 7,245	\$ -	\$ 4,000	\$ -	\$ 18,850	\$ 150	\$ 19,000
		FDP		\$ 10,140	\$ 12,420	\$ -	\$ 12,750	\$ -	\$ 35,310	\$ 100	\$ 35,410
		CD'S		\$ 10,530	\$ 14,375	\$ 6,600	\$ 14,875	\$ -	\$ 46,380	\$ 50	\$ 46,430
		BID		\$ 1,170	\$ 230	\$ -	\$ -	\$ -	\$ 1,400	\$ -	\$ 1,400
		CA		\$ 4,875	\$ 5,980	\$ -	\$ -	\$ -	\$ 10,855	\$ 30	\$ 10,885
		TOTAL		\$34,320	\$40,250	\$6,600	\$31,625	\$0	\$ 112,796	\$ 330	\$ 113,126

EXHIBIT C
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 D
FORM OF CHANGE ORDER**

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:
STC METROPOLITAN DISTRICT NO. 2
By: _____
District

APPROVED:
LORIS AND ASSOCIATES, A DIVISION OF OTAK, INC.
By: _____
Consultant

**STC Metropolitan District
Community Management Report
March 6, 2019**

Architectural Reviews

No forms pending.

Per the Board's request, following is our recommendation for pre-approved shades that can be used on the balconies. The colors will work well with the community and they are reasonably priced.

Inspections

Inspection to be conducted on 3/1/2019.

Compliance Update

422 Paintbrush- The homeowner has until 3/1/19 to remove the existing curtains.

General Notes

Snow Removal- I met with Vargas regarding the snow; there was one street they were missing, and some that needed to be added to the contract due to the new construction. Overall, I think they are going a very good job!

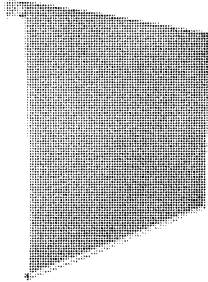
Item # 756554 Model # 443257

Coolaroo Almond Light Filtering Cordless High-Density Polyethylene Exterior Shade (Common: 48-in; Actual: 50.75-in x 72-in)

561 Ratings
★★★★☆
4.5 Average

95%
Recommend this product

Community Q&A
View Now



\$39.97

- Exterior shade that deflects heat and dangerous UV rays while providing filtered sunlight into the room
- Unique knitted breathable fabric
- Light filtering knit reduces glare without darkening a room's interior

Color

Almond

Actual Shade Width (Inches)

50.75

Actual Length (Inches)

72

1

ADD TO CART

Cordless Filtering Cordless High-Density Polyethylene Exterior Shade (Common: 48-in; Actual: 50.75-in x 72-in) (Item # 756554) (561 Ratings)

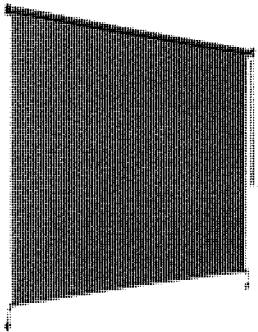
Item # 756555 Model # 446264

Coolaroo Mocha Light Filtering Cordless High-Density Polyethylene Exterior Shade (Common: 48-in; Actual: 50.75-in x 72-in)

561 Ratings
★★★★☆
4.5 Average

95%
Recommend this product

Community Q&A
View Now



\$48.97

- Exterior shade that deflects heat and dangerous UV rays while providing filtered sunlight into the room
- Light filtering helps improve energy efficiency
- Child safe cordless operation - no cords, no chains

Color

Mocha

Actual Shade Width (Inches)

50.75

Actual Length (Inches)

72

1

ADD TO CART



Civil Engineering
Surveying & Geospatial Services
Water Resources Management
GIS Services
Construction Management

**STC METROPOLITAN DISTRICT NO. 2
ENGINEER'S REPORT and CERTIFICATION #45**

PREPARED FOR:

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

PREPARED BY:

Manhard Consulting, Ltd.
7600 East Orchard Road, Suite 150-N
Greenwood Village, CO 80111

DATE PREPARED:

February 25, 2019

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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 ("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 December 2018 to January 2019, are valued at **\$259,508.79** for the District, and **\$259,508.79** 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	\$739,528.78	\$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
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	\$674,802.27	\$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	\$813,631.42	\$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	\$663,385.40	\$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	\$1,813,800.55	\$1,813,800.55
29	11-Nov-17	\$2,372,127.66	\$2,363,679.49	\$2,363,679.49
30	22-Nov-17	\$1,914,639.28	\$1,929,475.33	\$1,711,298.63
31	19-Dec-17	\$1,731,761.49	\$1,561,854.08	\$1,440,391.55
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	\$623,505.43	\$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	\$757,296.58
39	26-Sep-18	\$1,181,782.21	\$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	\$266,323.20	\$198,080.87	\$180,809.72
44	24-Jan-19	\$105,648.98	\$82,117.55	\$82,117.55
45	21-Feb-19	\$291,779.76	\$259,508.79	\$259,508.79
TOTALS		\$45,999,799.21	\$36,645,570.13	\$34,722,801.72

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 2015. 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 those 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 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, Samora Construction Contract, costs were submitted for work related to Superior Roadway, which had the top 2" lift fail. Samora 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.

In February 2019, the Town reviewed costs that had been applied to the *Public Park Amenities and Facilities* Town Category. Miscellaneous line items that were labeled under this category were updated to different Town Categories. The impact was that \$14,209.35 was reallocated to *Mob & Temporary Conditions*, \$719,328.02 was reallocated to *Roadways, Paths, & Hardscape*, and \$780,200.89 was reallocated from *Park Site Development* to *Public Park Amenities and Facilities*.

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 February 25, 2019 including soft and indirect, District funded, and hard costs, are valued at an estimated **\$259,508.79**. 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. 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. 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 McGeady Sisneros, P.C. and dated May 13, 2013.



SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Project Costs Summary for District and Town

Table II

	Total Cost Invoiced		Maximum Eligible Costs		District Eligible Costs		Town Eligible Costs	
Direct Construction Costs	\$	223,896.00	\$	223,896.00	\$	223,896.00	\$	223,896.00
Soft and Indirect Costs	\$	37,439.56	\$	23,876.76	\$	23,876.76	\$	23,876.76
District Funded Costs	\$	30,444.20	\$	11,736.03	\$	11,736.03	\$	11,736.03
Totals	\$	291,779.76	\$	259,508.79	\$	259,508.79	\$	259,508.79

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	\$ 78,736.00	35.2%
Offsite Roadways	\$ -	0.0%
Walls and Structures	\$ -	0.0%
Storm Sewer	\$ -	0.0%
Sanitary Sewer	\$ -	0.0%
Reuse Water & Irrigation Piping	\$ 145,160.00	64.8%
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 Enhancement	\$ -	0.0%
Public Park Amenities & Facilities	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 223,896.00	100.0%
Total District Eligible Costs		
Operation	\$ -	0.0%
Capital	\$ 223,896.00	100.0%
Non District	\$ -	0.0%
	\$ 223,896.00	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	\$ 17,448.39	73.1%
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	\$ 4,531.17	19.0%
Mob & Temporary Conditions	\$ 1,897.20	7.9%
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%
Other Eligible Costs	\$ -	0.0%
Not Eligible	\$ -	0.0%
	\$ 23,876.76	100.0%
Total District Eligible Costs		
Organization	\$ -	0.0%
Operation	\$ -	0.0%
Capital	\$ 23,876.76	100.0%
	\$ 23,876.76	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 Enhancement	\$	-	0.0%
Public Park Amenities & Facilities	\$	-	0.0%
Other Eligible Costs	\$	11,736.03	100.0%
Not Eligible	\$	-	0.0%
	\$	11,736.03	100.0%
Total District Eligible Costs			
Operation	\$	-	0.0%
Capital	\$	11,736.03	100.0%
Organization	\$	-	0.0%
	\$	11,736.03	100.0%

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

Soft and Indirect Costs

Table VIII

Invoices	Description	Date	Amount Invoiced	District Category	District Powers	Town Categories	Percent District Eligible	Amount District Eligible	Percent Town Eligible	Amount Town Eligible	Certification Number
Planning & Design - Phase 2		01/31/19	\$ 2,000.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,000.00	100%	\$ 2,000.00	45
and Materials testing / FDP 1 Phase 2B Streets		01/22/19	\$ 2,553.25	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 2,553.25	100%	\$ 2,553.25	45
		01/30/19	\$ 687.49	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 687.49	100%	\$ 687.49	45
ase 2B		01/29/19	\$ 4,113.75	Capital	Parks and Recreation	Park Site Development	100%	\$ 4,113.75	100%	\$ 4,113.75	45
-25 ROW CD's		01/30/19	\$ 417.42	Capital	Parks and Recreation	Park Site Development	100%	\$ 417.42	100%	\$ 417.42	45
ase 3		01/29/19	\$ 6,159.63	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 6,159.63	100%	\$ 6,159.63	45
Modeling		08/31/18	\$ 12,100.00	Non District	Non District	Not Eligible	0%	\$ -	0%	\$ -	45
d - STC MD No. 2		01/31/19	\$ 352.00	Capital	Street	Roadways, Paths, & Hardscape	100%	\$ 352.00	100%	\$ 352.00	45
g		01/31/19	\$ 2,760.00	Capital	Multiple	Mob & Temporary Conditions	47%	\$ 1,297.20	47%	\$ 1,297.20	45
ception		01/30/19	\$ 600.00	Capital	Multiple	Mob & Temporary Conditions	100%	\$ 600.00	100%	\$ 600.00	45
ucture		01/22/19	\$ 5,696.02	Capital	Multiple	Roadways, Paths, & Hardscape	100%	\$ 5,696.02	100%	\$ 5,696.02	45
			\$ 37,439.56					\$ 23,876.76		\$ 23,876.76	

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT

District Funded Costs

Table IX

Invoices		Percent District		Amount District		Percent Town		Amount Town	
Description	Date	Amount Invoiced	District Category	District Powers	Town Categories	Eligible	Eligible	Eligible	Eligible
Lift Station Utilities	12/14/18	\$ 289.54	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Pet Waste Removal	12/31/18	\$ 60.00	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Certification of Current District Eligible Costs	01/15/19	\$ 4,380.75	Capital	Multiple	Other Eligible Costs	100%	\$ 4,380.75	100%	\$ 4,380.75
GIS Management	01/15/19	\$ 1,068.75	Capital	Multiple	Other Eligible Costs	100%	\$ 1,068.75	100%	\$ 1,068.75
Legal fees for operations related matters	12/31/18	\$ 2,289.83	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Legal fees for capital related matters	12/31/18	\$ 5,752.27	Capital	Multiple	Other Eligible Costs	100%	\$ 5,752.27	100%	\$ 5,752.27
Publishing - Notice	12/31/18	\$ 111.76	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Accounting Services - Operations	11/30/18	\$ 534.27	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Accounting Services - Capital	11/30/18	\$ 534.26	Capital	Multiple	Other Eligible Costs	100%	\$ 534.26	100%	\$ 534.26
District Management Services	12/31/18	\$ 5,553.06	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
District Management Services	12/31/18	\$ -	Capital	Multiple	Other Eligible Costs	100%	\$ -	100%	\$ -
Irrigation Costs	01/11/19	\$ 26.74	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Contract Maintenance, Trash, Watering	01/04/19	\$ 8,878.92	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
Monthly Service	01/18/19	\$ 964.05	Operation	Non District	Not Eligible	0%	\$ -	0%	\$ -
		\$ 30,444.20					\$ 11,736.03		\$ 11,736.03