

**STC METROPOLITAN DISTRICT NO. 2**

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

<https://www.colorado.gov/pacific/stcmd>

**NOTICE OF SPECIAL MEETING AND AGENDA**

Board of Directors:

James A. Brzostowicz

Terry Willis

**VACANT**

**VACANT**

**VACANT**

Office:

President

Treasurer

Term/Expires:

2027/May 2027

2027/May 2027

2027/May 2025

2025/May 2025

2025/May 2025

Peggy Ripko

Secretary

DATE: October 11, 2023

TIME: 9:00 A.M.

LOCATION: Zoom Meeting

Join Zoom Meeting

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUIZZc1VMWTJFZjFHdz09>

Phone Number: 1 (719) 359-4580

Meeting ID: 862 6755 0643

Passcode: 987572

Please email Peggy Ripko if there are any issues (pripko@sdmsi.com).

**I. ADMINISTRATIVE MATTERS**

- A. Call to Order/Confirm Quorum. Present Disclosures of Potential Conflicts of Interest.

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- B. Approve Agenda; confirm location of the meeting and posting of meeting notice.

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- C. Approve Minutes of the July 28, 2023 Special Meeting (enclosure).

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**II. PUBLIC COMMENTS**

- A. 

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### III. FINANCIAL MATTERS

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

Fund	Period Ending July 31, 2023	Period Ending Aug. 31, 2023	Period Ending Sept. 30, 2023
General	\$ 61,158.77	\$ 50,119.94	\$ 28,702.63
Debt	\$ -0-	\$ -0-	\$ -0-
Capital	\$ -0-	\$ -0-	\$ -0-
Payroll	\$ -0-	\$ 184.70	\$ -0-
<b>Total</b>	<b>\$ 61,158.77</b>	<b>\$ 50,304.64</b>	<b>\$ 28,702.63</b>

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### IV. LEGAL MATTERS

- A. Legislative Report.
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1. 2023 Legislative Memorandum (enclosure).
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- B. Consider Approval of Second Amendment to Facilities Funding and Reimbursement Agreement (FARA) (enclosure).
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- C. Consider Approval of/Update on Status of Acceptance of Tract Conveyances.
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### V. OPERATIONS AND MAINTENANCE

- A. Review and ratify approval of proposal from Frontier Fire Protection to repair leaking pipe and couplings from the Hydrostatic Test in the MOB Parking Garage (enclosure).
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- B. Review and ratify approval of proposal from Frontier Fire Protection for Fire alarm panel monitoring migration in the MOB Parking Garage (enclosure).
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- C. Review and consider approval of proposal from Frontier Fire Protection to install an AES 2.0 Intellinet Rado Fire Communicator in the MOB Parking Garage (enclosure).
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VI. CAPITAL PROJECTS

- A. Review and consider acceptance of improvement costs in the amount of \$46,075.98, under Final Engineers Report and Certification #98 prepared by Ranger Engineering, LLC, dated July 24, 2023 (enclosure).
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- B. Review and consider acceptance of improvement costs in the amount of \$634,168.06, under Final Engineers Report and Certification #99 prepared by Ranger Engineering, LLC, dated August 23, 2023 (enclosure).
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- C. Review and consider acceptance of improvement costs in the amount of \$219,140.22, under Final Engineers Report and Certification #100 prepared by Ranger Engineering, LLC, dated September 20, 2023 (enclosure).
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VII. DEVELOPER UPDATE

- A. Status of Development.
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- B. Status of any Necessary Inclusions.
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- C. Status of Conveyance of Facilities.
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VIII. COVENANTS

- A. Discuss Community Manager's Update.
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IX. OTHER MATTERS

- A. \_\_\_\_\_
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- X. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 1, 2023- BUDGET HEARING.**

## **RECORD OF PROCEEDINGS**

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### **MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 2 HELD JULY 28, 2023**

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 Friday, the 28th day of July, 2023, at 9:00 A.M. This District Board meeting was held via Zoom at: <https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZZc1VMWTJFZkdz09>; Meeting ID: 862 6755 0643, Passcode: 987572 and via telephone conference at: 1 (719) 359-4580. The meeting was open to the public.

#### **ATTENDANCE**

##### **Directors In Attendance Were:**

James A. Brzostowicz, President  
Terry Willis, Treasurer

##### **Also In Attendance Were:**

Peggy Ripko and Michelle Gardner (for a portion); Special District Management Services, Inc. ("SDMS")

Jennifer Ivey, Esq.; Icenogle Seaver Pogue, P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

Sonia Chin and Bill Jenks; Ranch Capital, LLC

Steve Dazzio; Dazzio & Associates, PC CPAs

#### **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. Ripko 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**

**Confirm Quorum:** Ms. Ripko confirmed the presence of a quorum.

**Agenda:** The Board reviewed the proposed Agenda for the District's Special Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved the Agenda, as amended to include tract acceptance under legal.

**Designation of 24-Hour Posting Location:** Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted at least 24 hours prior to each meeting on the District's website at: <https://stcmd1-3.colorado.gov/> or if posting on the website is unavailable, notice will be posted at the following physical location within the District's boundaries on a post within the Boundaries of the District: the entrance of the parking garage located at 1 Superior Drive, Superior, Colorado.

**Confirm Location of Meeting and Posting of Meeting Notices:** Ms. Ripko confirmed that notice of the time, date and location/manner of the meeting was duly posted.

**Minutes:** The Board reviewed the Minutes of the May 2, 2023 Special Meeting.

Following discussion, upon motion duly made by Director Brzostowicz seconded by Director Willis and, upon vote, unanimously carried, the Board approved the Minutes of the May 2, 2023 Special Meeting.

### **PUBLIC COMMENTS**

There were no public comments.

### **FINANCIAL MATTERS**

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

Fund	Period Ending May. 31, 2022	Period Ending June 30, 2023
General	\$ 33,000.82	\$ 24,696.80
Debt	\$ -0-	\$ -0-
Capital	\$ 2,337.351	\$ 1,155.00
Payroll	\$ -0-	\$ 92.35
<b>Total</b>	<b>\$ 35,338.33</b>	<b>\$ 25,944.15</b>

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

**2022 Budget Amendment Hearing:** The President opened the public hearing to consider approval of a Resolution Approving Proposed Second Amendment of the 2022 Budget and Appropriate Sums of Money.

## RECORD OF PROCEEDINGS

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It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following review and discussion, Director Brzostowicz moved to adopt the Resolution to Amend 2022 Budget, Director Willis seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-07-01 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**2022 Audit:** Mrs. Wheeler reviewed the draft 2022 Audit and authorize execution of Representations Letter with the Board.

Following review and discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis, and upon vote, unanimously carried, the Board approved the 2022 Audited Financial Statements and authorized execution of the Representations Letter.

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### **LEGAL MATTERS**

**Costs and Approval of Reimbursement of Such Costs and Interest Accrued thereon by draw on the Series 2020C/2020D Bond:** Mrs. Ivey gave an update to the Board the costs and approval of reimbursement of such costs and interest occurred thereon by draw on the Series 2020C/2020D Bond. No action was taken.

**Consider Approvals (as applicable) under Facilities Funding and Reimbursement Agreement (FARA):** Mrs. Ivey gave an update to the Board regarding and considering approvals under Facilities Funding and Reimbursement Agreement. No action was taken.

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### **OPERATIONS AND MAINTENANCE**

**Service Agreement from Manage Mowed Boulder and Termination of Vargas Property Services:** The Board reviewed and ratified approval of Service Agreement from Manage Mowed Boulder and termination of Vargas Property Services.

Following review and discussion by the Board, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board ratified approval of Service Agreement from Manage Mowed Boulder and termination of Vargas Property Services.

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### **CAPITAL PROJECTS**

**Final Engineers Report and Certification #95:** The Board reviewed the Final Engineers Report and Certification #95 prepared by Ranger Engineering, LLC, dated May 1, 2023.

## RECORD OF PROCEEDINGS

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Following review and discussion by the Board, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board accepted the improvement costs in the amount of \$1,183,278.51, under Final Engineers Report and Certification #95 prepared by Ranger Engineering, LLC, dated May 1, 2023.

**Final Engineers Report and Certification #96:** The Board reviewed the Final Engineers Report and Certification #96 prepared by Ranger Engineering, LLC, dated May 23, 2023.

Following review and discussion by the Board, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board accepted the improvement costs in the amount of \$1,156,871.26, under Final Engineers Report and Certification #96 prepared by Ranger Engineering, LLC, dated May 23, 2023.

**Final Engineers Report and Certification #97:** The Board reviewed the Final Engineers Report and Certification #97 prepared by Ranger Engineering, LLC, dated June 22, 2023.

Following review and discussion by the Board, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board accepted the improvement costs in the amount of \$46,741.15, under Final Engineers Report and Certification #93 prepared by Ranger Engineering, LLC, dated June 22, 2023.

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### **DEVELOPER UPDATE**

**Status of Development:** Mr. Jenks provided an update to the Board on the Status of Development.

**Status of any Necessary Inclusions:** No action taken.

**Status of Conveyance of Facilities:** No action taken.

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### **COVENANTS**

**Community Manager's Update:** No action taken.

**630 Promenade Drive:** The Board reviewed a request from 630 Promenade Drive regarding an installation of fencing and sod.

Following review and discussion by the Board, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved the request from 630 Promenade Drive regarding and installation of fencing and sod.

## **RECORD OF PROCEEDINGS**

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### **OTHER MATTERS**

There were no other matters to discuss.

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### **ADJOURNMENT**

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

Respectfully submitted,

By \_\_\_\_\_  
Secretary for the Meeting

**STC Metropolitan District No.2**  
**July-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
AMPRO Fire Extinguisher Service	2284502	7/6/2023	8/5/2023	\$ 513.00	O&M - Parking Garage	7300	1
Ballard Spahr, LLP	20230506283	5/24/2023	5/24/2023	\$ 2,663.71	Legal	6750	1
CAM Services	W409602	6/21/2023	7/21/2023	\$ 690.00	O&M - Roads & Sidewalks	7250	1
CAM Services	W411116	7/13/2023	8/12/2023	\$ 755.00	O&M - Roads & Sidewalks	7250	1
Comcast	316389 06-2023	6/14/2023	7/9/2023	\$ 153.52	O&M - Parking Garage	7300	1
Comcast	316389 05-2023	5/14/2023	6/9/2023	\$ 153.52	O&M - Parking Garage	7300	1
Doody Calls	69008	6/30/2023	6/30/2023	\$ 706.00	O&M - Landscaping	7200	1
Icenogle Seaver Pogue, P.C.	23892	6/30/2023	6/30/2023	\$ 2,493.50	Legal	6750	1
Ranger Engineering, LLC.	1702	6/27/2023	6/27/2023	\$ 3,217.50	Engineering	7840	2
Simmons & Wheeler, P.C.	35921	6/30/2023	6/30/2023	\$ 901.89	Accounting	6120	1
Special District Management Services	D1 06/2023	6/30/2023	6/30/2023	\$ 832.00	Management	6800	1
Special District Management Services	D1 06/2023	6/30/2023	6/30/2023	\$ 64.00	Election Expenses	6350	1
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 2,959.20	O&M - Covenant Control	6820	1
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 2,450.40	Management	6800	1
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 960.00	Accounting	6120	1
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 257.85	Miscellaneous Expense	6850	1
Special District Management Services	D2 06/2023	6/30/2023	6/30/2023	\$ 96.00	Election Expenses	6350	1
Special District Management Services	D3 06/2023	6/30/2023	6/30/2023	\$ 448.00	Management	6800	1
Special District Management Services	D3 06/2023	6/30/2023	6/30/2023	\$ 96.00	Election Expenses	6350	1
Thyssenkrupp Elevator Corporation	3007341158	7/1/2023	7/1/2023	\$ 188.18	O&M Maintenance	7350	1
Town of Superior	506163.00 06/2023	7/11/2023	8/5/2023	\$ 18.37	O&M - Utilities	7040	1
Town of Superior	505889.00 06/2023	7/11/2023	8/5/2023	\$ 49.17	O&M - Utilities	7040	1
Town of Superior	505291.00 06/2023	7/11/2023	8/5/2023	\$ 79.97	O&M - Utilities	7040	1
Town of Superior	505256.00 06/2023	7/11/2023	8/5/2023	\$ 21.17	O&M - Utilities	7040	1
Town of Superior	505324.00 06/2023	7/11/2023	8/5/2023	\$ 312.37	O&M - Utilities	7040	1
Town of Superior	505257.00 06/2023	7/11/2023	8/5/2023	\$ 483.17	O&M - Utilities	7040	1
Town of Superior	505487.00 06/2023	7/11/2023	8/5/2023	\$ 57.57	O&M - Utilities	7040	1
Town of Superior	505888.00 06/2023	7/11/2023	8/5/2023	\$ 77.17	O&M - Utilities	7040	1
Town of Superior	505887.00 06/2023	7/11/2023	8/5/2023	\$ 46.37	O&M - Utilities	7040	1
Town of Superior	506156.00 06/2023	7/11/2023	7/11/2023	\$ -	O&M - Utilities	7040	1
Vargas Property Services, Inc.	46081	6/1/2023	6/1/2023	\$ 367.59	O&M - Landscaping	7200	1
Vargas Property Services, Inc.	46082	6/1/2023	6/1/2023	\$ 741.97	O&M - Landscaping	7200	1
Vargas Property Services, Inc.	36226	7/1/2023	7/1/2023	\$ 7,748.16	O&M - Landscaping	7200	1
Vargas Property Services, Inc.	36229	7/1/2023	7/1/2023	\$ 8,666.67	O&M - Landscaping	7200	1
Vargas Property Services, Inc.	36227	7/1/2023	7/1/2023	\$ 20,230.00	O&M - Landscaping	7200	1
Xcel Energy	834554412	6/29/2023	7/20/2023	\$ 57.96	O&M - Utilities	7040	1
Xcel Energy	834713216	6/30/2023	7/21/2023	\$ 182.57	O&M - Utilities	7040	1
Xcel Energy	834775598	6/30/2023	7/21/2023	\$ 44.73	O&M - Utilities	7040	1
Xcel Energy	834734782	6/30/2023	7/21/2023	\$ 223.30	O&M - Utilities	7040	1
Xcel Energy	834730133	6/30/2023	7/21/2023	\$ 77.27	O&M - Utilities	7040	1
Xcel Energy	834726809	6/30/2023	7/21/2023	\$ 31.79	O&M - Utilities	7040	1
Xcel Energy	834751428	6/30/2023	7/21/2023	\$ 59.60	O&M - Utilities	7040	1
Xcel Energy	834711517	6/30/2023	7/21/2023	\$ 842.93	O&M - Utilities	7040	1
Xcel Energy	834747512	6/30/2023	7/21/2023	\$ 35.70	O&M - Utilities	7040	1
Xcel Energy	834743093	6/30/2023	7/21/2023	\$ 42.38	O&M - Utilities	7040	1
Xcel Energy	834726216	6/30/2023	7/21/2023	\$ 16.34	O&M - Utilities	7040	1
Xcel Energy	834721330	6/30/2023	7/21/2023	\$ 45.21	O&M - Utilities	7040	1

\$ 61,158.77

STC Metropolitan District No.2  
July-23

	General	Debt	Capital	Totals
Disbursements	\$ 61,158.77			\$ 61,158.77
				\$ -
Payroll				\$ -
Total Disbursements from Checking Acct	\$61,158.77	\$0.00	\$0.00	\$61,158.77

**STC Metropolitan District No.2**  
**August-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
CAM Services	W412559	7/19/2023	8/18/2023	\$ 525.00	O&M - Roads & Sidewalks	7250	1
CDPHE	WC641141038	8/2/2023	9/6/2023	\$ 350.00	Miscellaneous Expense	6850	1
Colorado Facility Management, LLC	23-199	8/14/2023	9/13/2023	\$ 115.00	O&M - Parking Garage	7300	1
Comcast	316389	7/25/2023	8/9/2023	\$ 155.53	O&M - Parking Garage	7300	1
Dazzio Associates Pc	638	7/31/2023	7/31/2023	\$ 4,200.00	Audit	6150	1
Dazzio Associates Pc	640	7/31/2023	7/31/2023	\$ 4,200.00	Audit	6150	1
Dazzio Associates Pc	639	7/31/2023	7/31/2023	\$ 6,200.00	Audit	6150	1
Doody Calls	70129	7/31/2023	7/31/2023	\$ 1,002.00	O&M - Landscaping	7200	1
Icenogle Seaver Pogue, P.C.	24051	7/31/2023	7/31/2023	\$ 10,346.00	Legal	6750	1
James Brzostowicz	D2 Meeting-7/28/23	7/28/2023	7/28/2023	\$ 100.00	Director's Fees	6200	1
James Brzostowicz	D2 Meeting-7/28/23	7/28/2023	7/28/2023	\$ (100.00)	Payroll Taxes Payable	2200	1
James Brzostowicz	D3 Meeting-7/28/23	7/28/2022	7/28/2022	\$ 100.00	Director's Fees	6200	1
James Brzostowicz	D3 Meeting-7/28/23	7/28/2022	7/28/2022	\$ (100.00)	Payroll Taxes Payable	2200	1
Simmons & Wheeler, P.C.	36044	7/31/2023	7/31/2023	\$ 1,499.33	Accounting	6120	1
Special District Management Services	D3 07/2023	7/31/2023	7/31/2023	\$ 640.00	Management	6800	1
Special District Management Services	D2 07/2023	7/31/2023	7/31/2023	\$ 2,959.20	O&M - Covenant Control	6820	1
Special District Management Services	D2 07/2023	7/31/2023	7/31/2023	\$ 3,654.10	Management	6800	1
Special District Management Services	D2 07/2023	7/31/2023	7/31/2023	\$ 1,008.00	Accounting	6120	1
Special District Management Services	D2 07/2023	7/31/2023	7/31/2023	\$ 226.75	Miscellaneous Expense	6850	1
Special District Management Services	D1 07/2023	7/31/2023	7/31/2023	\$ 256.00	Management	6800	1
Special District Management Services	D1 07/2023	7/31/2023	7/31/2023	\$ 1.03	Miscellaneous Expense	6850	1
Terry Willis	D2 Meeting- 7/28/23	7/28/2023	7/28/2023	\$ 100.00	Director's Fees	6200	1
Terry Willis	D2 Meeting- 7/28/23	7/28/2023	7/28/2023	\$ (7.65)	Payroll Taxes Payable	2200	1
Terry Willis	D3 Meeting-7/28/23	8/18/2022	8/18/2022	\$ 100.00	Director's Fees	6200	1
Terry Willis	D3 Meeting-7/28/23	8/18/2022	8/18/2022	\$ (7.65)	Payroll Taxes Payable	2200	1
Thyssenkrupp Elevator Corporation	3007397194	8/1/2023	8/31/2023	\$ 188.18	O&M Maintenance	7350	1
Town of Superior	505889.00 07/2023	8/11/2023	9/5/2023	\$ 57.57	O&M - Utilities	7040	1
Town of Superior	505487.00 07/2023	8/11/2023	9/5/2023	\$ 127.57	O&M - Utilities	7040	1
Town of Superior	506156.00 07/2023	8/11/2023	9/5/2023	\$ -	O&M - Utilities	7040	1
Town of Superior	505324.00 07/2023	8/11/2023	9/5/2023	\$ 379.57	O&M - Utilities	7040	1
Town of Superior	505887.00 07/2023	8/11/2023	9/5/2023	\$ 43.57	O&M - Utilities	7040	1
Town of Superior	505888.00 07/203	8/11/2023	9/5/2023	\$ 124.77	O&M - Utilities	7040	1
Town of Superior	506163.00 07/2023	8/11/2023	9/5/2023	\$ 18.37	O&M - Utilities	7040	1
Town of Superior	505257.00 07/2023	8/11/2023	9/5/2023	\$ 1,096.37	O&M - Utilities	7040	1
Town of Superior	505256.00 07/2023	8/11/2023	9/5/2023	\$ 124.77	O&M - Utilities	7040	1
Town of Superior	505291.00 07/2023	8/11/2023	9/5/2023	\$ 149.97	O&M - Utilities	7040	1
Vargas Property Services, Inc.	36592	8/1/2023	8/1/2023	\$ 8,666.67	O&M - Landscaping	7200	1
Vargas Property Services, Inc.	46107	8/4/2023	8/4/2023	\$ 679.60	O&M - Landscaping	7200	1
Xcel Energy	838839601	8/1/2023	8/21/2023	\$ 40.49	O&M - Utilities	7040	1
Xcel Energy	838854403	8/1/2023	8/21/2023	\$ 68.64	O&M - Utilities	7040	1
Xcel Energy	838876345	8/1/2023	8/21/2023	\$ 39.52	O&M - Utilities	7040	1
Xcel Energy	838842436	8/1/2023	8/21/2023	\$ 46.58	O&M - Utilities	7040	1
Xcel Energy	838855969	8/1/2023	8/21/2023	\$ 59.06	O&M - Utilities	7040	1
Xcel Energy	838870222	8/1/2023	8/21/2023	\$ 770.75	O&M - Utilities	7040	1
Xcel Energy	838833333	8/1/2023	8/21/2023	\$ 14.10	O&M - Utilities	7040	1
Xcel Energy	838848966	8/1/2023	8/21/2023	\$ 85.88	O&M - Utilities	7040	1

\$ 50,304.64

**STC Metropolitan District No.2**

**August-23**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 50,119.94			\$ 50,119.94
				\$ -
<b>Payroll</b>	\$ 184.70			\$ 184.70
<b>Total Disbursements from Checking Acct</b>	<b>\$50,304.64</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$50,304.64</b>

**STC Metropolitan District No.2**  
**September-23**

Vendor	Invoice #	Date	Due Date	Amount	Expense Account	Account Number	Department
CAM Services	W415274	8/17/2023	9/16/2023	\$ 1,235.00	O&M - Roads & Sidewalks	7250	1
Colorado Special Districts Prop & Liability	24WC-61406-0271	8/14/2023	8/14/2023	\$ 450.00	Prepaid Expenses	1100	1
Colorado Special Districts Prop & Liability	24WC-61407-0314	8/14/2023	8/14/2023	\$ 450.00	Prepaid Expenses	1100	1
Colorado Special Districts Prop & Liability	24PL-61405-1545	9/5/2023	9/5/2023	\$ 2,076.00	Prepaid Expenses	1100	1
Colorado Special Districts Prop & Liability	24PL-61407-1364	9/5/2023	9/5/2023	\$ 2,076.00	Prepaid Expenses	1100	1
Colorado Special Districts Prop & Liability	24WC-61405-0230	8/14/2023	8/14/2023	\$ 450.00	Prepaid Expenses	1100	1
Comcast	316389	8/14/2023	9/9/2023	\$ 155.53	O&M - Parking Garage	7300	1
Doody Calls	DEN-0060031	8/31/2023	8/31/2023	\$ 1,073.46	O&M - Landscaping	7200	1
Frontier Fire Protection, LLC	53530	8/22/2023	9/21/2023	\$ 675.00	O&M - Parking Garage	7300	1
Icenogle Seaver Pogue, P.C.	24226	8/31/2023	8/31/2023	\$ 6,402.84	Legal	6750	1
Mountain Alarm	3826928	9/1/2023	9/1/2023	\$ 97.50	O&M - Parking Garage	7300	1
Mountain Alarm	3826926	9/1/2023	9/1/2023	\$ 246.00	O&M - Parking Garage	7300	1
Mountain Alarm	3826927	9/1/2023	9/1/2023	\$ 97.50	O&M - Parking Garage	7300	1
Prairie Mountain Media	359387	8/31/2023	9/15/2023	\$ 250.80	Miscellaneous Expense	6850	1
Special District Management Services	D3 08/2023	8/31/2023	8/31/2023	\$ 394.80	Management	6800	1
Special District Management Services	D3 08/2023	8/31/2023	8/31/2023	\$ 1.26	Miscellaneous Expense	6850	1
Special District Management Services	D2 08/2023	8/31/2023	8/31/2023	\$ 2,829.60	O&M - Covenant Control	6820	1
Special District Management Services	D2 08/2023	8/31/2023	8/31/2023	\$ 1,946.80	Management	6800	1
Special District Management Services	D2 08/2023	8/31/2023	8/31/2023	\$ 992.00	Accounting	6120	1
Special District Management Services	D2 08/2023	8/31/2023	8/31/2023	\$ 154.61	Miscellaneous Expense	6850	1
Special District Management Services	D1 08/2023	8/31/2023	8/31/2023	\$ 458.80	Management	6800	1
T Charles Wilson Insurance Service	13231	9/14/2023	9/14/2023	\$ 595.00	Prepaid Expenses	1100	1
T Charles Wilson Insurance Service	13233	9/14/2023	9/14/2023	\$ 595.00	Prepaid Expenses	1100	1
Thyssenkrupp Elevator Corporation	3007451316	9/1/2023	9/1/2023	\$ 188.18	O&M Maintenance	7350	1
Town of Superior	505888.00 08/2023	9/11/2023	10/5/2023	\$ 110.77	O&M - Utilities	7040	1
Town of Superior	506156.00 08/2023	9/11/2023	10/5/2023	\$ 5.61	O&M - Utilities	7040	1
Town of Superior	505889.00 08/2023	9/11/2023	10/5/2023	\$ 57.57	O&M - Utilities	7040	1
Town of Superior	507530.00 08/2023	9/11/2023	10/5/2023	\$ 171.98	O&M - Utilities	7040	1
Town of Superior	505324.00 08/2023	9/11/2023	10/5/2023	\$ 581.17	O&M - Utilities	7040	1
Town of Superior	505291.00 08/2023	9/11/2023	10/5/2023	\$ 203.17	O&M - Utilities	7040	1
Town of Superior	505256.00 08/2023	9/11/2023	10/5/2023	\$ 174.29	O&M - Utilities	7040	1
Town of Superior	505487.00 08/2023	9/11/2023	10/5/2023	\$ 18.37	O&M - Utilities	7040	1
Town of Superior	506163.00 08/2023	9/11/2023	10/5/2023	\$ 13.37	O&M - Utilities	7040	1
Town of Superior	505887.00 08/2023	9/11/2023	10/5/2023	\$ 63.17	O&M - Utilities	7040	1
Town of Superior	505257.00 08/2023	9/11/2023	10/5/2023	\$ 1,073.62	O&M - Utilities	7040	1
Vargas Property Services, Inc.	46141	9/1/2023	9/1/2023	\$ 207.36	O&M - Landscaping	7200	1
Xcel Energy	842955676	8/30/2023	9/20/2023	\$ 39.21	O&M - Utilities	7040	1
Xcel Energy	842999877	8/30/2023	9/20/2023	\$ 14.10	O&M - Utilities	7040	1
Xcel Energy	838897584	8/1/2023	8/21/2023	\$ 40.12	O&M - Utilities	7040	1
Xcel Energy	842957261	8/30/2023	9/20/2023	\$ 47.42	O&M - Utilities	7040	1
Xcel Energy	842973534	8/30/2023	9/20/2023	\$ 193.44	O&M - Utilities	7040	1
Xcel Energy	842987637	8/30/2023	9/20/2023	\$ 63.50	O&M - Utilities	7040	1
Xcel Energy	838845193	8/1/2023	8/21/2023	\$ 36.30	O&M - Utilities	7040	1
Xcel Energy	842979514	8/30/2023	9/20/2023	\$ 33.20	O&M - Utilities	7040	1
Xcel Energy	842986085	8/30/2023	9/20/2023	\$ 28.00	O&M - Utilities	7040	1
Xcel Energy	842952001	8/30/2023	9/20/2023	\$ 266.16	O&M - Utilities	7040	1
Xcel Energy	842963842	8/30/2023	9/20/2023	\$ 745.08	O&M - Utilities	7040	1
Xcel Energy	838838725	8/1/2023	8/21/2023	\$ 189.04	O&M - Utilities	7040	1
Xcel Energy	843008152	8/30/2023	9/20/2023	\$ 38.76	O&M - Utilities	7040	1
Xcel Energy	842967628	8/30/2023	9/20/2023	\$ 58.40	O&M - Utilities	7040	1
Xcel Energy	843010488	8/30/2023	9/20/2023	\$ 80.13	O&M - Utilities	7040	1
Xcel Energy	838821412	8/1/2023	8/21/2023	\$ 257.64	O&M - Utilities	7040	1

\$ 28,702.63

**STC Metropolitan District No.2**  
**September-23**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 28,702.63			\$ 28,702.63
				\$ -
<b>Payroll</b>	\$ -			\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$28,702.63</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$28,702.63</b>



## ICENOGL SEAVR POGUE

### MEMORANDUM

**TO:** Board of Directors, Managers, and other District Representatives

**FROM:** Icenogle Seaver Pogue, P.C.

**DATE:** July 21, 2023

**RE:** Summary of 2023 Legislation

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### INTRODUCTION

The First Regular Session of the Seventy-Fourth General Assembly of the State of Colorado (the “General Assembly”) convened on January 9, 2023, and adjourned on May 8, 2023. This memorandum summarizes certain bills enacted into law in 2023 that may impact special districts, either directly or indirectly. The Colorado Revised Statutes (“C.R.S.”) should be consulted for the complete statutory requirements of the legislation discussed herein.

### SPECIAL DISTRICTS GENERALLY

#### **Special District Construction Contracts**

**HB 23-1023**

Under current law, a special district is only required to publish a notice for bids on all construction contracts for work, material, or both if the expense is equal to or in excess of \$60,000. House Bill (“HB”) 23-1023, increases the dollar amount threshold from \$60,000 to \$120,000. In addition, this amount shall be adjusted accounting for inflation on July 1, 2028, and every five years thereafter. HB 23-1023 will take effect on August 7, 2023, unless a referendum petition is filed.

#### **Remedies Person with Disabilities**

**HB 23-1032**

This bill prohibits an individual with a disability from being excluded from participation in, or denied the benefits of services, programs, or activities provided by a public entity or a “place of public accommodation.”<sup>1</sup> The bill establishes that a person alleging discrimination on the basis of a disability in employment, housing, or discriminatory advertising must first exhaust available administrative proceedings and remedies before filing an action in district court. In the case of alleged discrimination in a place of public accommodation, an individual may file an action directly with the court. In certain civil suits, the

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<sup>1</sup> “Place of public accommodation” means any place of business engaged in any sales to the public and any place offering services, facilities, privileges, advantages, or accommodations to the public, including but not limited to... any sporting or recreational area and facility; any public transportation facility; ... swimming pool, ..., gymnasium, or other establishment conducted to serve the health, appearance, or physical condition of a person; ... or any public building, park, arena, theater, hall, auditorium, museum, library, exhibit, or public facility of any kind whether indoor or outdoor. C.R.S. § 24-34-601(1).

bill permits a court to require compliance with applicable provisions and award either actual monetary damages or levy a statutory fine. This bill took effect on May 25, 2023, upon signature of the Governor.

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**Homeowners' Association + Metropolitan District Homeowners' Rights Task Forces      HB 23-1105**

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HB 23-1105 creates two task forces: the Homeowners Association Homeowner's Rights Task Force ("HOA Task Force"), and the Metropolitan District Homeowner's Rights Task Force ("Metro Task Force"). Among other things, the HOA Task Force has the authority to investigate Homeowners' Association (HOA) fining authority and practices, foreclosure practices, and communications between HOA and HOA homeowners. The Metro Task Force will be comprised of the State Director of the Division of Housing and the Director of the Division of Real Estate, both *ex officio* members, and two homeowners residing in a metropolitan district, an elected member of a city council, a Colorado licensed attorney who primarily represents homeowners in legal proceedings against metropolitan districts, a representative of a nonprofit organization that represents the affordable housing community, a member of the House of Representatives, a member of the Senate, a Colorado licensed attorney who specializes in metropolitan district law, an elected County Commissioner, a representative of a developer, a representative recommended by a statewide nonprofit organization that represents metropolitan districts in a coalition. Appointments to the Metro Task Force will be made on or before November 1, 2023. The Metro Task Force has the authority to investigate metropolitan district tax levying authority and practices, foreclosure practices, communications between homeowners and metropolitan districts, and metropolitan district governance policies (including voting and elections). The Metro Task Force shall also examine how a metropolitan district that enforces covenants could be transitioned into a common interest community. For purposes of HB 23-1105 a "metropolitan district" is limited to metropolitan districts that were created to finance infrastructure to support a housing subdivision, as such, commercial metropolitan districts would not fall within the purview of HB 23-1105. A metropolitan district shall notify its residents about the task force before the task force holds its first meeting. The Metro Task Force shall prepare an interim report on or before March 1, 2024, and a final report on or before June 15, 2024. HB 23-1105 took effect on May 26, 2023.

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**Transparency for Metropolitan Districts      SB 23-110**

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Starting on January 1, 2024, all metropolitan district service plans submitted to one or more county commissioners or municipalities must set the maximum mill levy for general obligation indebtedness that may be levied and the maximum debt that may be issued by the metropolitan district. SB 23-110 also requires that beginning in 2023 any metropolitan district with residential units within its boundaries that was organized after January 1, 2000 and is not in inactive status, hold an annual meeting at which no official action will be taken, that includes a presentation regarding the current public infrastructure projects within the metropolitan district and outstanding bonds, a review of unaudited financial statements showing year-to-date revenues and expenditures, and an opportunity for members of the public to ask questions. This meeting must be held in person, virtually, or in person and virtually, provided that, an annual meeting that is held solely in person must be held at a physical location that is within the boundaries of the metropolitan district, within the boundaries of any county in which the metropolitan district is located, in whole or in part, or within any other county so long as the location does not exceed five miles from the metropolitan district's boundaries. In addition, at a meeting at which the board adopts the annual budget for the metropolitan district, the board must provide a public comment period during the meeting. SB 23-110 also requires, that prior to issuing debt to a metropolitan district director or any entity with respect to which a director must make disclosure pursuant to Section 24-18-109, C.R.S., the metropolitan district must receive a statement from a registered municipal advisor certifying that the interest rate satisfies certain statutory requirements set forth in SB 23-110. Finally, SB 23-110 also requires that on or after January 1, 2024, a seller of residential real property within a metropolitan district organized on or after January 1, 2000, must provide the purchaser of the property with the metropolitan district's official website, which will be

provided as part of the Colorado Real Estate Commission approved seller's property disclosure or other concurrent writing . SB 23-110 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Waterwise Landscaping****SB 23-178**

SB 23-178 clarifies existing laws and establishes new laws relating to waterwise landscaping in associations, common interest communities, and special districts by allowing homeowners to use non-vegetative landscaping. SB 23-178 also allows an association (or, "unit owners' association"), as defined in Section 38-33.3-301, C.R.S. to adopt and enforce design or aesthetic guidelines. SB 23-178 also clarifies that any restrictive covenant, bylaws, or rules or regulations of a common interest community, as defined by Section 38-33.3-103, C.R.S.; or any rules or policy of a special district, as defined in Section 32-1-103, C.R.S.; that prohibits waterwise landscaping is contrary to public policy and is unenforceable. In addition to an association, a common interest community or special district may adopt design or aesthetic guidelines, provided that they do not: (1) prohibit non-vegetative turf grass from being used in the backyard of a unit owner's property; (2) unreasonably mandate the use of hardscape for more than 20% of landscaping in a unit; (3) prohibit vegetable gardens anywhere in the yard of a unit owner; and (4) prohibit property owners from having the option of utilizing at least 80% drought tolerant plantings. In addition, an association must select at least 3 preplanned and preapproved waterwise garden designs for front yards within each individual common interest community. In order to qualify for preapproval, any design must conform to the waterwise design principles laid out in Section 37-60-135(2)(1), C.R.S. Preapproved designs may be selected from The Colorado State University Extension Plant Select Organization's design list. Through Section 38-33-106.5(1)(i)(I)(A), and Section 37-60-126 (11)(a)(III), C.R.S., the laws adopted by SB 23-178 apply to both detached single family homes and attached single family homes sharing one or more walls with another unit, albeit through different statutory provisions. SB 23-178 does not apply to condominiums.

For every unit owner within an association affected by a violation, the unit owner may bring a civil action so as to prevent further violations and may recover actual damages plus \$500.00, costs, and reasonable attorney's fees. A unit owner must also give an association 45 days' notice to cure any violation before filing suit. SB 23-178 will take on effect on August 7, 2023, unless a referendum petition is filed.

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**EMPLOYMENT**

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**Worker's Compensation****HB 23-1076**

Under current law, if a worker's compensation claim arises out of mental impairment, a claimant is limited to 12 weeks of benefits. HB 23-1076 allows a claimant to claim 36 weeks of benefits. HB 23-1076 also clarifies that, within 45 days of an insurer or self-insured employer terminating an employee's "temporary total disability benefits" as defined in Section 8-42-105(3)(c), C.R.S. an employee may apply for an expedited hearing on any issues stated in Sections 8-42-105(5)(a)(I) – (III), C.R.S. HB 23-1076 also clarifies that all permanent partial disability benefits are not limited to a specific medical treatment. Lastly, HB 23-1076 also clarifies the rules regarding the allocation of costs for an independent medical examination as well as the rules regarding costs and hearings in front of an administrative judge adjudicating worker's compensation disputes. HB 23-1076 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Additional Uses of Paid Sick Leave****SB 23-017**

SB 23-017 expands the Colorado Healthy Families and Workplaces Act to allow an employee to use sick leave for: grieving, attending a funeral or memorial service, or to deal with financial and/or legal matters incidental to the death of a family member; if an employee needs to care for a family member whose school or place of care has been closed due to inclement weather, loss of power, loss of heating, loss of water, or other unexpected occurrence; or if an employee needs to evacuate their place of residence due to inclement

weather, loss of power, loss of heating, loss of water, or other unexpected occurrence.<sup>2</sup> SB 23-017 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Average Weekly Wage Paid Benefits Leave****SB 23-046**

SB 23-046 modifies the calculation of an individual's weekly leave benefits under the Colorado Paid Family and Medical Leave Insurance (FAMLI) Act by allowing all jobs worked to be included in the calculation. Under the law prior to SB 23-046, only the individual's average weekly wage from the job or jobs from which the individual was taking leave were included in the calculation. SB 23-046 took effect on March 23, 2023.

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**Fairness in Job Applications****SB 23-058**

SB 23-058 created the Job Application Fairness Act, which, on or after July 1, 2024, prohibits employers from requesting or requiring, on an initial job application, that an applicant disclose their age, date of birth, and/or their dates of attendance/graduation from an educational institution. An employer may request that an applicant provide additional application materials such as certifications, transcripts, and/or other materials, provided that the employer notifies the applicant they may redact the information outlined above. An employer may also request that an individual verify their compliance with age requirements if required by an occupational qualification and/or federal/state law or regulation, provided verification does not violate the nondisclosure requirements outlined above by, for example, asking for the specific age of the individual. SB 23-058 will take effect on August 7, 2023, unless a referendum petition is filed.

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**Ensure Equal Pay for Equal Work****SB 23-105**

SB 23-105 amends the Colorado Equal Pay for Equal Work Act. Section 2 of SB 23-105 directs the Director of the Division of Labor and Statistics to adopt new processes for the mediation of complaints of alleged violations of Section 8-5-102, C.R.S., promulgate rules for enforcement and, when violations are founds, to order compliance and/or other relief. SB 23-105 also increases the allowance for back pay from three to six years. Section 3 of SB 23-105 requires an employer to disclose, on every job posting: the date the application window closes, in addition to the already required inclusion of the hourly or salary compensation or range thereof and description of the job's benefits and other compensation. SB 23-105 also requires that within 30 calendar days of a candidate beginning work, the employer must make reasonable efforts to provide employees whom the employer intends the selected candidate to work with: the selected candidate's name, the selected candidate's former job title if the selected candidate was already employed by the employer, the selected candidate's new job title, and information on how employees may show interest in similar job opportunities should they arise. Additional requirements are applicable for positions with career progression. Nothing in SB 23-105 requires an employer to identify an employee in a way that violates their privacy rights under local, state, or federal law. SB 23-105 will take effect on January 1, 2024, unless a referendum petition is filed.

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**Public Employees Workplace Protection****SB 23-111**

SB 23-111 creates the "Protections for Public Workers Act," Sections 29-33-101, C.R.S., *et. seq.* and adds labor protections for public employees within Colorado, which is defined to include employees of special districts. Under SB 23-111 a public employee has the right to: discuss or express their views regarding public employee representation, workplace issues, or the rights granted to the public employee in Protections for Public Workers Act; engage in protected, concentrated activity for the purpose of mutual aid or protection; fully participate in the political process while off duty and/or not in uniform, including the ability to speak with members of the public employer's governing body on matters related to

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<sup>2</sup> For a more detailed explanation, please consult §§ 8-13.3-404(1)(a)(IV), (e), (f), C.R.S.

employment or a matter of public concern and the ability to engage in other political activities in the same manner as others in Colorado; and organize, form, join, or assist or refrain from, organizing, forming, joining, or assisting an employee organization. Provided, however, an employer may limit these rights to the extent necessary to maintain the nonpartisan role of the employer.

A public employer shall not: discriminate or threaten to discriminate against, coerce, intimidate, interfere with, or impose reprisals against a public employee exercising these rights; interfere in the administration of an employee organization; discharge or discriminate against a public employee because they have filed an affidavit, petition, or complaint or given any information or testimony pursuant to the Protections for Public Workers Act or because they formed, joined, assisted, or chosen to be represented by an employee organization.

Section 29-33-105(3), C.R.S. which grants the Division of Labor Standards the authority to adjudicate unfair labor practices, will take effect on July 1, 2024. The remainder will take effect on August 7, 2023, unless a referendum petition is filed.

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**Protecting Opportunities and Workers' Rights (POWR) Act****SB 23-172**

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SB 23-172 amends the Colorado Anti-Discrimination Act by defining “harassment” as “unwelcome conduct or communication related to an individual’s membership in a protected class where submission to the conduct is a condition of the individual’s employment, is used as a basis for employment decisions or interferes with the individual’s work, or is objectively offensive to a reasonable person in the same protected class.” SB 23-172 specifies that (1) harassment does not need to be severe or pervasive to constitute a discriminatory or unfair practice; (2) petty slights or annoyances or lack of good manners do not constitute harassment unless it meets the totality of the circumstances and the standards in the bill; and (3) various factors are considered under the totality of the circumstances. This bill makes additional changes to anti-discrimination laws including but not limited to the following: adding protections for individuals based on their marital status; eliminating the ability of an employer to assert that an individual’s disability has a significant impact on the job as the rationale for being unable to accommodate an individual who is otherwise qualified for the job; requiring employers to preserve records of complaints related to discriminatory or unfair labor practices for at least five years and include certain information in the complaint repository; and establishing an affirmative defense for an employer if the employer meets certain requirements, including a harassment prevention program. A harassment prevention program satisfies the affirmative defense if the employer promptly investigates complaints and takes reasonable remedial actions when warranted. Additionally, under SB 23-172 a nondisclosure provision in a contract preventing the disclosure of an alleged discriminatory or unfair employment practice is void unless: it provision applies equally to all parties; clearly states that it does not restrain an employee or prospective employee from disclosing the underlying facts of alleged practices, which includes disclosing the existence and terms of a settlement to the people, peoples, groups, agencies, governments, or any other purpose as required by law as listed in Sections 24-34-407(1)(b)(I) – (IV), C.R.S. SB 23-172 also states that any disclosure under (1)(b) of this section is not disparagement; and that if a nondisparagement provision is included in a contract, and if the employer disparages the employee or prospective employee, the employer may not seek enforcement or damages.

Under SB 23-172, an employer must preserve any employment or personal record that the employer made, received, or kept for at least five years after the latter of: the date the employer made or received the record or the date of the personnel action about which the record relates to, or to the final disposition of the issue. SB 23-172 will take effect on August 7, 2023, unless a referendum petition is filed.

## HOUSING

### **Regulating Local Housing Growth Restrictions**

**HB 23-1255**

HB 23-1255 prohibits a governmental entity (inclusive of special districts) from enacting or enforcing an anti-growth law affecting non-publicly owned property, except in certain circumstances. HB 23-1255 defines an “anti-growth law” as “a land use law that explicitly limits either the growth of the population in the governmental entity's jurisdiction or the number of development permits or building permit applications for residential development or the residential component of any mixed-use development submitted to, reviewed by, approved by, or issued by a governmental entity for any calendar or fiscal year.” HB 23-1255 provides a number of exceptions allowing for the enactment of temporary, nonrenewable anti-growth laws which may not be effective for more than twenty-four months in any given five-year period. HB 23-1255 will take effect on August 7, 2023, unless a referendum petition is filed.

## ELECTIONS

### **Modifications to Laws Regarding Elections**

**SB 23-276**

SB 23-276 contains various additions, amendments, and repeals regarding Colorado Election Law. Many sections of this bill do not apply to special districts, only those sections that apply are outlined below.

- Section 1 amends the definition of identification to include any form of identification as specified in Sections 1-1-104(19.5)(a)(I) -19.5(a)(XIII), C.R.S. that is in a digital format.
- Section 2 repeals certain language regarding the determination of residence for purposes of voting in an election.
- Section 18 adds that for any coordinated election, the County who will conduct the coordinated election on behalf of a special district shall enter into an agreement sharing the county’s reasonable costs in relation to the coordinated election that are not otherwise reimbursed by the state. Section 27 also clarifies that special districts are only responsible for the actual costs of a coordinated election and not costs such as overhead costs or other costs listed in Section 1-7-116 (b), C.R.S.
- Section 19 removes language requiring that nothing within this section shall be construed to mean that a special district replace a voting system in use prior to May 28, 2004.
- Section 26 lays out requirements for (“Watchers”), as defined in Section 1-1-104 (51), C.R.S., and directs a County Clerk or Designated Election Official to revoke the certificate of a Watcher who takes or records pictures or videos in places where election activity occurs or places where confidential or personally identifiable information is in view.
- Section 28 clarifies that an elector may take a mobile phone or other electronic device into a voter service or polling center provided they do not make or receive any phone calls, except for calls to or from the Multilingual Ballot Hotline. In addition, an elector may not take any pictures or videos of any item in a voter service or polling center other than pictures or videos of their own ballot.
- Section 29 clarifies that only an election judge can examine an electromechanical voting system component to determine if the system or any of its components have been defaced or damaged. Such may be necessary to determine if any wrongdoing has occurred.
- Section 30 clarifies that a bipartisan group of election judges shall create a true duplicate copy of a damaged ballot so that said ballot can be read by an electronic voting system.
- Section 34 clarifies rules for signature verification and the curing of a deficiencies in ballots. In addition, this section also sets the timeline for the update of the Statewide Voter Registration System so as to reflect that a voter has cured a deficiency in their ballot.
- Section 39 states that any recount of coordinated election be in accordance with Section 1-10.5-102, C.R.S. Section 40 further clarifies that for any recount not required by law or regulation, an

interested party may submit a “notarized written request” in accordance with Section 1-10.4-102, C.R.S. Section 40 also lays out the requirements and timeline for the filing of a recount request.

- Section 47 clarifies rules on contribution limits to candidate committees or groups that donate to candidate committees, such as an issue committee or small-scale committee. In particular the bill prohibits an issue committee or small-scale committee from donating to a candidate committee. In addition, the bill also clarifies the date that a candidate committee must be terminated, depending on whether a candidate is elected or not elected. Sections 1-45-103.7 (12)(a)(I), (II), C.R.S.
- Section 52 clarifies that no special district may expend any money from any source or make any contributions to urge electors to vote in favor of or against any referred measure, as defined in Section 1-1-104(34.5), C.R.S. passed by the General Assembly or the governing body of any political subdivision with authorization to refer matters to voters or recall measure for the recall of any officer that that has been submitted for approval for circulation on an approved petition form.
- Section 54 clarifies that any County Clerk or Designated Election Official shall not use any state or federal money to pay for advertising expenses that “predominantly features a person who is a declared candidate for a federal, state or local office.” Section 25-75-115(1), C.R.S. Advertising does not include official notices, communications required by law or ongoing/routine communications.

SB 23-276 took effect on June 6, 2023. Section 18 will take effect on July 1, 2024.

## **PUBLIC RECORDS**

### **Access to Government Records**

### **SB 23-286**

SB 23-286 makes the following changes to the Colorado Open Records Act (“CORA”):

- Prohibits the custodian of public records from requiring a requester to provide identification in order to request or inspect a public record, except as required by Section 24-72-204(3.5)(g), C.R.S. or when a record requested is confidential and accessible only on the basis that the requester the person in interest.
- For any public record that is stored in a searchable digital format, a custodian shall provide a digital copy of the public record, unless otherwise requested, via email or another mutually agreed method if the records are too large for an email. Unless required by Section 24-72-204(3.5)(b), C.R.S., no digital record shall be made into a non-searchable non-digital record before production in response to a request.
- Addition of the ability of the custodian to deny access to telephone numbers and home addresses that are provided by a person to an elected official or special district for the purpose of communications from the elected official or special district.
- Unless disclosure is otherwise prohibited and notwithstanding Sections 2-3-511 and 24-72-203(3)(a)(X), (X.5), C.R.S., any public records relating to “sexual harassment complaints made against an elected official and the results or report of investigations regarding alleged sexual harassment by an elected official conducted by or for that official's government” shall be made available for inspection if the investigation concluded that the elected official is culpable for any act of sexual harassment; except that the identity of any accuser, accused who is not an elected official, victim, or witness and any other information that would identify any such person, and any other portion not subject to disclosure under Section 24-72-204(2), C.R.S. must be redacted.
- A custodian shall not charge a per-page fee basis for digital records.
- Should a custodian allow the public to pay for other services/products with a credit card or other electronic payment method, the custodian shall allow the requester to pay any fee or deposit associated with a record request via a credit card or other electronic payment method. A custodian may charge a requestor any service fee charged by a credit card company.

SB 23-286 will take effect on August 7, 2023, unless a referendum petition is filed.

## **PUBLIC SAFETY**

### **Wildfire Evacuation and Clearance Time Modeling**

**HB 23-1075**

HB 23-1075 directs the State Office of Emergency Management to study the efficacy and feasibility of local or jurisdictional emergency management agencies with jurisdiction in a wildfire risk area to integrate evacuation and clearance time modeling into their emergency management plans. HB 23-1075 took effect on May 12, 2023.

### **Inclusive Languages in Emergency Situations**

**HB 23-1237**

HB 23-1237 directs the University of Colorado’s Natural Hazards Center (“Hazards Center”) to determine what fire districts and local 911 agencies need to provide emergency alerts in languages other than English by July 1, 2024. In addition, the Hazards Center shall determine what local 911 agencies must provide language interpretation in 911 calls by July 1, 2024. HB 23-1237 took effect on May 12, 2023.

### **Establishment of a Wildfire Resiliency Code Board**

**SB 23-166**

SB 23-166 concerns the establishment of Wildfire Resiliency Code Board (“Board”) adopt model codes and standards for the mitigation of damage from wildfires in wildland-urban interface areas. The bill also requires that local governments, which includes fire protection districts, which have the authority to adopt building of fire codes, shall adopt codes that meet or exceed the model code set by the Board. HB 23-1237 took effect on May 12, 2023.

## **TAX**

### **Electronic Sales and Use Tax Simplification System**

**HB 23-1017**

HB 23-1017 concerns updates to the State’s Electronic Sales and Use Tax Simplification System (“System”). Of note to special districts collecting sales and use taxes, is the addition of a filtering option to sort retailers and create exportable spreadsheet reports. The Department of Revenue shall not charge any convenience or similar fee for use of the System nor shall it deduct an amount from moneys distributed to local taxing jurisdictions in lieu of any convenience or similar fee. HB 23-1017 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Metropolitan District Tax for Parks and Recreation**

**HB 23-1062**

HB 23-1062 extends the ability of a metropolitan district to levy a uniform sales tax for purposes of parks or recreational facilities or programs. The tax is only effective in areas of the district that are not also within the boundaries of an incorporated municipality. The net revenues of any such tax that is levied are limited to being used on parks or recreational facilities or programs. HB 23-1062 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Allowing Temporary Reductions in Property Tax Due**

**SB 23-108**

SB 23-108 codifies the practice of certain local governments using a temporary mill levy reduction to provide property tax relief for purposes other than to effect a refund for any purpose required by TABOR. Concurrent with the certification of a levy to the county commissioners, a local government may certify the temporary property tax credit or mill levy reduction. A temporary reduction in property taxes for the purpose of tax relief is subject to annual renewal. SB 23-108 will take effect on August 7, 2023, unless a referendum petition is filed.

The passage of SB 23-303 is intended to address significant anticipated property tax increases for property owners in the forthcoming years. Most provisions of SB 23-303 will require voter approval to become effective and will be submitted to the Colorado voters as “Proposition HH” at the general election to be held on November 7, 2023. Proposition HH will read as follows: *Shall the state reduce property taxes for homes and businesses, including expanding property tax relief for seniors, and backfill counties, water districts, fire districts, ambulance and hospital districts, and other local governments and fund school districts by using a portion of the state surplus up to the proposition HH cap as defined in this measure?*

The passage of SB 22-238 last year resulted in the reduction of assessed valuations through 2024. Subject to a cap set forth in SB 22-238, the State is required to reimburse local government entities for property tax revenue lost as a result of those reduced assessed valuation calculations.

Pursuant to SB 23-303, assessed valuation calculations are further reduced for several classes of real property over a period of ten (10) years, as set forth in the chart below. This reduction will further impact property taxes collected by local governments. Under SB 23-303, the State will generate additional funds to reimburse local governments for lost property tax revenue by using a portion of the State’s TABOR surplus to backfill the lost property tax revenue. TABOR currently requires State surpluses to be refunded to the taxpayers, and further requires the State to obtain authorization from Colorado voters to reduce property taxes and to retain excess State tax revenues to backfill the revenue lost by local governments. As required by SB 23-303, the State will refer Proposition HH to the voters at the November 2023 election to obtain voter authorization to reduce property taxes and retain excess State tax revenues as set forth in SB 23-303. If Proposition HH passes, the State will be authorized to retain and spend all of the State surplus that is under the Proposition HH cap and the assessed valuation calculations set forth in the chart below will be in effect. If Proposition HH fails, the property tax reductions and local government backfill using excess State tax revenues will be repealed and will not go into effect, and the State’s current property tax law under SB 22-238 will continue to apply.

The chart below<sup>3</sup> compares the State’s current property tax law under SB 22-238 with the property tax laws enacted under SB 23-303, assuming Proposition HH is approved by the Colorado voters at the November 2023 election.

Current Law - SB22-238	SB23-303 (w/ ballot measure approved)
<p>LODGING:</p> <p><u>2023 tax year</u>: 27.9% (no \$30K reduction)</p> <p><u>2024 tax year and all subsequent years</u>: 29%</p>	<p>LODGING:</p> <p><u>2023 tax year</u>: 27.85% of the actual property value, <i>minus</i> the lesser of \$30,000 or the amount that causes the assessed value to be \$1,000 (the “30K reduction”)</p> <p><u>2024 to 2026 tax years</u>: 27.85% (no \$30K reduction)</p>

<sup>3</sup> Chart courtesy of BROWNSTEIN CLIENT ALERT, MAY 9, 2023 entitled *Major Property Tax Relief Passed by the Colorado Legislature, Now It’s Up to the Voters*.

	<p><u>2027 to 2028 tax years:</u> 27.65%</p> <p><u>2029 to 2030 tax years:</u> 26.9%</p> <p><u>2031 to 2032 tax years:</u></p> <p>a) 25.9%, <i>if</i> for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is <math>\geq 3.7\%</math> (“<i>Sufficient AV Growth</i>”)</p> <p>b) 26.9%, <i>if</i> for the 2031 tax year, the average increase in assessed value for property within the 32 counties with the smallest increase in total valuation is <math>&lt; 3.7\%</math> (“<i>Insufficient AV Growth</i>”)</p> <p><u>All tax years following 2032:</u> 29%</p>
<p>AGRICULTURE and RENEWABLE ENERGY-PRODUCING LAND:</p> <p><u>2023 and 2024 tax years:</u> 26.4% of the actual property value, <i>minus</i> the \$30K reduction</p> <p><u>All tax years following 2024:</u> 29%</p>	<p>AGRICULTURAL, RENEWABLE ENERGY PRODUCING LAND, and <u>NEW</u> RENEWABLE ENERGY AGRICULTURAL LAND:</p> <p>Agricultural <i>or</i> Renewable Energy:</p> <p><u>2023 to 2030 tax years:</u> 26.4% (<i>no \$30K reduction</i>)</p> <p><u>2031 to 2032 tax years:</u></p> <p>a) 25.9%, <i>if</i> for the 2031 tax year, there is Sufficient AV Growth</p> <p>b) 26.4%, <i>if</i> for the 2031 tax year, there is Insufficient AV Growth</p> <p><u>All tax years following 2032:</u> 29%</p> <p>Renewable Energy Agricultural Land:</p> <p><u>2023 tax year:</u> 26.4% (<i>no \$30K reduction</i>)</p> <p><u>2024 to 2032 tax years:</u> 21.9%</p> <p><u>All tax years following 2032:</u> 29%</p>
IMPROVED COMMERCIAL SUBCLASS:	IMPROVED COMMERCIAL SUBCLASS:

2023 tax year: 27.9% of the actual property value, *minus* the \$30K reduction.

2024 tax year and all subsequent years: 29%

2023 tax year: 27.85% of the actual property value, *minus* the \$30K reduction

2024 to 2026 tax years: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture or renewable energy*):

2023 tax year: 27.9% (*no \$30K reduction*)

2024 tax year and all subsequent years: 29%

ALL OTHER NONRESIDENTIAL (*that is not commercial, lodging, agriculture, renewable energy, renewable energy agriculture, or is not under a vacant land subclass*):

2023 to 2026 tax year: 27.85% (*no \$30K reduction*)

2027 to 2028 tax years: 27.65%

2029 to 2030 tax years: 26.9%

2031 to 2031 tax years:

a) 25.9%, *if* for the 2031 tax year, there is Sufficient AV Growth

b) 26.9%, *if* for the 2031 tax year, there is Insufficient AV Growth

All tax years following 2032: 29%

MULTI-FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the lesser of \$15,000 or the amount that

MULTI-FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the lesser of \$50,000 or the amount

reduces the assessed value to \$1,000 (the “\$15K reduction”).

2024 tax year: 6.8%

All years following 2024 tax year: 7.15%

that reduces the assessed value to \$1,000 (the “\$50K reduction”).

2024 to 2032 tax year: 6.7% of the actual property value, *minus* the lesser of \$40,000 or the amount that reduces the assessed value to \$1,000 (the “\$40K reduction”).

All tax years following 2032: 7.15%

#### SINGLE FAMILY:

2023 tax year: 6.765% of the actual property value, *minus* the \$15K reduction

2024 tax year: To be temporarily established by the property tax administrator on or before March 21, 2024, the percentage necessary to generate an aggregate reduction of local government property tax revenue of \$700M in tax years 2023 and 2024

All years following 2024 tax year: 7.15%

#### SINGLE FAMILY:

2023 tax year: 6.7% of the actual property value, *minus* the \$50K reduction

2024 to 2024 tax years: 6.7% of the actual property value, *minus* the \$40K reduction

2025 to 2032 tax years: There is a split in Single Family tax rates between Primary Residence, Qualified-Senior Primary Residence and Non-primary Residence as follows:

· Primary Residence (including Multi-Family Primary Residence\*): 6.7% of the actual property value, *minus* the \$40K reduction.

· Qualified-Senior Prim. Residence: 6.7% of the actual property value, *minus* the lesser of \$140,000 or the amount that reduces the assessed value to \$1,000.

· Non-Primary Residence (All other residential that is not Multi-Family, Primary Residence or Qualified-Sr Prim Residence): 6.7% (no reduction)

All tax years following 2032: 7.15%

\*Definition of Multi-Family Primary Residence is discussed below.

Also, for tax years beginning in 2025, SB 22-303 also includes new subclasses of property as follows:

- Single-family residential class includes three subclasses: Primary Residence, Qualified-Senior Primary Resident, and all other residential that is not multi-family, primary residence or qualified-senior primary resident;
- Multi-Family Primary Residence subclass, and

- a Renewable Energy Agricultural Land subclass.

SB22-238, already required the state to reimburse local government entities (including water districts, fire districts, ambulance and hospital districts and school districts) for property tax revenue lost as a result of reductions in valuation, subject to a cap and a shorter duration. SB23-303 generates additional funds to reimburse local governments and certain special districts by dedicating a portion of the state TABOR surplus to the backfill and extending the backfill relief from 2024 through 2032. SB 23-303 is subject to statewide voter approval in the November 2023 General Election as Proposition HH. If Proposition HH passes, SB 23-303 will take effect on the date of the vote's official declaration by the governor. Given this timing, SB 23-303 also revises certain statutory deadlines for property tax year 2023 including the deadline for mill levy certification pursuant to Section 39-5-128, C.R.S., which is postponed from December 15, 2023 to January 5, 2024.

### **Property Tax Valuation**

**SB 23-304**

SB 23-304 concerns changes to the assessment and valuation of property tax. SB 23-304 requires a county assessor to take into consideration a property's current use; existing zoning, governmental, or environmental land use restrictions; multi-year leases or other contractual agreements affecting the use of or income from the property; easements and reservations of record; and covenants, conditions, and restrictions of record, in setting valuation of the property. In addition, SB 23-304 makes changes to some taxpayer protests processes and taxpayer data requests. SB 23-304 will take effect on August 7, 2023, unless a referendum petition is filed.

## **MISCELLANEOUS**

### **Requiring Labeling of Disposable Wipes**

**SB 23-150**

SB 23-150 requires that after December 31, 2023, packages of premoistened, nonwoven disposable wipes be labeled with the phrase "Do Not Flush." SB 23-150 will take effect on August 7, 2023, unless a referendum petition is filed.

### **Local Government Provision of Communication Services**

**SB 23-183**

SB 23-183 makes certain changes and clarifications regarding the provision of cable television, telecommunications, or broadband internet services. Under current law, special districts are prohibited from providing these services without voter approval. SB 23-183 removes the voter approval requirement and allows special districts to provide the above referenced services or enter into public-private partnership agreements without voter approval. It should be noted that advance voter approval may still be required for purposes of TABOR. SB 23-183 also allows local governments to provide middle mile infrastructure, as defined in 47 U.S.C. § 1741(a)(9). SB 23-183 took effect on May 1, 2023.

### **Water Quality Control Fee Setting by Rule**

**SB 23-274**

SB 23-274 requires the Water Quality Control Commission ("Commission"), after consultation with stakeholders, to set fees by rule for a variety of industries for pollution discharge and other water-related activities, by October 31, 2025. Existing fees remain in place until January 1, 2026, unless the Commission adopts rules to phase-in the new fees earlier. The commission must establish the fees by rule beginning July 1, 2026. SB 23-274 also updates the membership of the Commission. SB 23-274 took effect on May 17, 2023.

## SECOND AMENDMENT TO FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT

THIS SECOND AMENDMENT TO FACILITIES ACQUISITION AND REIMBURSEMENT AGREEMENT (“**this Amendment**”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **STC METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), **CP VII SUPERIOR, LLC**, a Delaware limited liability company (“**Purchaser**”), and **RC SUPERIOR, LLC**, a Delaware limited liability company (the “**Developer**”) (individually, each a “**Party**” and collectively, the “**Parties**”). *All capitalized terms used and not defined herein shall have the meaning assigned to them in the hereinafter defined FARA.*

### RECITALS

A. The Parties entered into the Facilities Acquisition and Reimbursement Agreement dated December 31, 2020 as amended by the First Amendment to Facilities Acquisition and Reimbursement Agreement dated January 12, 2023 (collectively, “**FARA**”), in which such Parties set forth their respective rights, obligations and procedures with respect to the construction and acquisition of the Purchaser Improvements and for the reimbursement of the Purchaser’ costs of the Purchaser Improvements; and

B. The parties have agreed to amend the FARA in accordance with the terms hereof.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

1. Section 9. In Section 9 of FARA, (a) “December 31, 2023” is hereby deleted and replaced with “December 31, 2024,” and (b) the last sentence thereof is hereby deleted.

2. Miscellaneous.

(a) Governing Law. This Amendment shall be governed and construed under the laws of the State of Colorado.

(b) Ratification and Reaffirmation of FARA. FARA, as amended by this Amendment, is in all respects ratified and confirmed and shall remain in full force and effect.

(c) Execution in Counterparts. This Amendment may be executed in counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same Amendment.

(d) Electronic Signatures. The Parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. This Amendment, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the District. The Parties agree not to deny the legal effect or enforceability of this Amendment solely because it is in electronic form or because an electronic record was used in its

formation. The Parties agree not to object to the admissibility of this Amendment in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

(e) Severability. Any provision of this Amendment which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

(f) Integration. This Amendment is intended to be the final agreement between the Parties relating to the subject matter hereof and this Amendment and any agreement, document or instrument attached hereto or thereto or referred to herein or therein shall supersede all oral negotiations and prior writings with respect to the subject matter hereof.

[Signature page is on the following page]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the day and year first set forth above.

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

By: \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

**PURCHASER:**

**CP VII SUPERIOR, LLC**, a Delaware limited  
liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**DEVELOPER:**

RC Superior, LLC,  
a Delaware limited liability company

By: Superior Town Center ASLI VII Holdings, LLC, a  
Delaware limited liability company, its sole Member

By: Avanti Strategic Land Investors VII, L.L.L.P., a  
Delaware limited liability limited partnership, its  
sole Member

By: Avanti Properties Group II, L.L.L.P., a  
Delaware limited liability limited partnership,  
its Managing General Partner

By: Avanti Management Corporation, a  
Florida corporation, its sole General  
Partner

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## PROPOSAL

**Proposal #:** 057804  
**Proposal Date:** 09/22/2023  
**Proposal Exp:** 10/22/2023  
**Sales Rep:** Levi Hesse

### Frontier Fire Protection

9430 East 40<sup>th</sup> Ave.  
Denver, CO 80238  
Phone: (303) 629-0221  
www.frontierfireprotection.com  
EIN: 47-3729356

#### PREPARED FOR

Superior Town Center Metro District 2  
(STCMD2)  
Michelle Gardner  
141 Union Boulevard,  
Lakewood, Colorado  
80228

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### SERVICE SITE

Superior Town Center MOB Parking  
Garage  
Michelle Gardner  
5 Superior Drive,  
Superior, Colorado 80027

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### PROPOSAL ITEMS

Description	QTY	Unit Price	Amount
4" Grooved Coupling	4	\$25.00	\$100.00
4" Thread X Grooved Pipe 19"	1	\$325.00	\$325.00
Fire Sprinkler Labor Rate - Off Hours	1	\$4,560.00	\$4,560.00
<b>Total</b>			<b>\$4,985.00</b>

\*\*\*Tax, if applicable, is not included.

#### Scope of Work:

Repair leaking pipe and couplings from the Hydrostatic Test. After repairs we will perform a new Hydrostatic test and check for leaks. Work is quote for Off Hours or Over Time rates.

#### Clarifications:

1. All work to be performed during normal business hours (M-F 7AM-4PM).
2. Subcontractor is not responsible for any repairs or cleaning to drywall, painting, cleaning of carpeting or ceilings or replacing ceiling tiles.
3. Price is valid for forty-five (45) days.
4. System to be filled at the end of each work shift.
5. All work to be in accordance with local codes and NFPA 13.
6. If required, adequate heat is to be provided by others to protect against freezing.
7. Subcontractor requires a signed proposal, purchase order, or contract prior to execution of any services and/or labor for this project.
8. This repair or deficiency proposal is limited to only those repairs, materials, or installation

- labor specifically listed on this proposal. All other repairs to any other life safety system are excluded from this proposal.
9. Safety and good housekeeping practices will be emphasized.
  10. Subcontractor reserves the right to charge for a dry run, a minimum service call charge, in the event of no access or ability to perform the scheduled work.

**Exclusions:**

Unless noted otherwise,  
Sales tax, rental equipment, permits, inaccessible devices or detectors, proprietary parts or components, programming or reprogramming issues, any other unknown deficiencies or repairs, fees for draining the system(s), relocating or raising of existing branch or main piping, center of tile placement of fire sprinklers, and infectious mitigation or abatement is excluded.

If you should have any questions about this proposal, please feel free to give me a call at your earliest convenience.

Respectfully Submitted,

Levi Hesse  
Frontier Fire Protection

**CLIENT:**

**CONTRACTOR:**

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**Signature**

---

**Signature**

---

**Print Name**

---

**Print Name**

---

**Title**

---

**Title**

---

**PO Number**

## Terms & Conditions

**Performance of Work.** This fire sprinkler contractor ("Contractor") shall perform the scope of work ("Work") specific herein. Contractor shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Client shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Contractor to perform any and all aspects of the Work.

**Payments.** Client shall pay Contractor the compensation specified herein ("Price") for the value of Work that Contractor has completed, as the Work is completed. Client shall pay Contractor within thirty (30) days of receiving an invoice. Contractor will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

**Warranties.** Client shall receive a one (1) year warranty that covers labor and materials provided by Contractor as part of the Work. This warranty commences in the date that the portion of the Work warranted is substantially complete. However, Contractor makes no warranty, whatsoever, regarding components of the Work provided by third parties, and in such case the terms of the warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

**Termination.** Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that Contractor shall have no obligation to perform Work after termination.

**Disputes.** In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

**Choice of Law, Venue.** The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

**Force Majeure.** Neither Contractor nor Client shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

**No Waiver.** No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Intellectual Property.** Intellectual property provided by Contractor to Client as part of the Work are instruments of service owned by Contractor and are not "work made for hire" as such term is defined under U.S. copyright law. What the Work is performed to completion, Contractor grants to Client a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

**Damages Limitation.** Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

**Indemnification.** Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

**Severability, Survival.** If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

**Amendment.** This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

**Complete Agreement.** This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between Contractor and Client as to the Work are superseded by this agreement.

## **WORK ORDER CONTRACT**

### **STC METROPOLITAN DISTRICT NO. 2**

1. **CONTRACTOR.** The STC Metropolitan District No. 2 (the "District") hereby retains Frontier Fire Protection, LLC (the "Contractor") to perform the Work (as defined in paragraph 3) for the District. The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.

2. **TERM.** The Contractor shall commence the Work on September 18, 2023 or when otherwise advised by the District. The Contractor shall complete all the Work by December 31, 2023.

3. **SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following:

Contractor shall replace three (3) 2-1/2" FDC Caps located on the third-floor west stairwell of the parking garage located at 5 Superior Dr, Superior, CO 80027. Contractor shall perform three (3) fire department connection hydrostatic inspections per NFPA & Manual Standpipe Hydrostatic Test (3 FDC'S/Systems) at the same location. All work shall be completed outside of standard garage operating hours.

Or check here ☐ if a scope of work is attached to this Work Order and incorporated herein by this reference.

In the event of any conflict between the terms of an attached scope of work and this Work Order the terms of this Work Order shall prevail. In performing the Work the Contractor shall: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work and (c) warrant the Work for one year after completion of the Work, as applicable.

4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed \$6,120.00 by the District for Work satisfactorily performed either (a) ☐ on a N/A basis or (b) ☒ in a lump sum upon completion. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly.

5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from

the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.

**7. CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this Work Order or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this Work Order or accessed by the Contractor as a result of this Work Order. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this Work Order.

**8. MISCELLANEOUS.**

**A. Subject to Annual Budget and Appropriation/Governmental Immunity.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order, or in any actions taken by the District pursuant to this Work Order, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.

**B. Integration/Modification/Assignment/Termination.** This Work Order contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Work Order shall be valid or binding. This Work Order may be modified, amended or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this Work Order or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.

**C. Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Work Order; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Work Order shall be unenforceable. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This Work Order shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

This Work Order may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

*[Remainder of this page is left intentionally blank.]*

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

Digitally signed by Jim Brzostowicz,  
DN: cn=Jim Brzostowicz, ou=City of  
St. Louis, email=jbrzostowicz@stclouis.gov,  
c=US  
Time: 2023.09.19 15:05:00-05'00'

By: James A. Brzostowicz  
Its: President  
Date: \_\_\_\_\_

**CONTRACTOR:**  
FRONTIER FIRE PROTECTION, LLC

By: [Signature]  
Its: Compliance Specialist  
Date: 09/19/23

## **WORK ORDER CONTRACT**

### **STC METROPOLITAN DISTRICT NO. 2**

1. **CONTRACTOR.** The STC Metropolitan District No. 2 (the "District") hereby retains Frontier Fire Protection, LLC (the "Contractor") to perform the Work (as defined in paragraph 3) for the District. The Contractor hereby agrees to perform such Work, pursuant to the terms and conditions set forth herein as an independent contractor of the District.

2. **TERM.** The Contractor shall commence the Work on September 25, 2023 or when otherwise advised by the District. The Contractor shall complete all the Work by December 31, 2023.

3. **SCOPE OF WORK.** The "Work" contracted for pursuant to this Work Order shall consist of the following:

Contractor shall repair leaking pipe and couplings from the Hydrostatic Test previously performed and after completion of the repairs we will perform a new Hydrostatic test and check for leaks located on the third-floor west stairwell of the parking garage located at 5 Superior Dr, Superior, CO 80027. All work shall be completed outside of standard garage operating hours.

Or check here ☐ if a scope of work is attached to this Work Order and incorporated herein by this reference.

In the event of any conflict between the terms of an attached scope of work and this Work Order the terms of this Work Order shall prevail. In performing the Work the Contractor shall: (a) comply with all applicable federal, state and local laws (b) be responsible for providing, at its cost and expense, all management, supervision, labor, materials, administrative support, supplies and equipment necessary to perform the Work and (c) warrant the Work for one year after completion of the Work, as applicable.

4. **COMPENSATION.** The Contractor shall be paid an amount not to exceed \$4,985.00 by the District for Work satisfactorily performed either (a) ☐ on a N/A basis or (b) ☒ in a lump sum upon completion. The Contractor shall be solely responsible for all expenses it incurs in performance of the Work and shall not be entitled to any reimbursement or compensation except as set forth herein. As applicable, for certain contracts over \$50,000, the performance and payment bond provisions of Section 38-26-105, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein, and shall hereinafter bind the District and the Contractor accordingly.

5. **INDEMNIFICATION.** Subject to the provisions of Section 13-50.5-102(8), C.R.S., to the extent applicable to this Work Order, the Contractor shall indemnify, defend and hold harmless the District and each of its directors, employees, agents and consultants (collectively the "Indemnitees"), from and against any and all claims, demands, suits, actions, proceedings, judgments, losses, damages, injuries, penalties, costs, and expenses (including reasonable attorneys' fees), and liabilities of, by or with respect to, third parties ("Any Claims") to the extent they arise from or may be alleged to arise, directly or indirectly, in whole or in part, from the intentional or negligent acts or omissions of the Contractor or any of its subcontractors, agents, representatives or employees, or the agents, representatives, or employees of any subcontractors, in connection with this Work Order and/or the Work provided hereunder, including, without limitation, Any claims which causes or allows to continue a condition or event which deprives the Indemnitees, as applicable, of its sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S., as amended from time to time. Provided, however, that such Contractor shall not be liable for any claim, loss, damage, injury or liability arising out of the negligence, willful acts, or intentional torts of the Indemnitees. The obligations this paragraph shall survive termination or expiration of this Work Order.

6. **INSURANCE.** The Contractor shall secure and maintain for the term of this Work Order adequate statutory workers' compensation insurance coverage, comprehensive general liability insurance and excess liability coverage, from companies licensed in the State of Colorado, as will protect itself and the Indemnitees from claims for bodily injuries, death, personal injury or property damage, which may arise out of or result from

the Contractor's acts, errors or omissions. Such insurance coverage shall be acceptable to the District in its sole discretion. To provide evidence of the required insurance coverage, copies of certificates of insurance shall be furnished to the District.

**7. CONFIDENTIALITY.** During the performance of this Work Order the Contractor may have access to confidential information and hereby agrees that the Contractor will not use or disclose to anyone, except as required in the performance of this Work Order or by law, or as otherwise authorized by the District, any or all confidential information given to the Contractor by the District, developed by the Contractor as a result of the performance of this Work Order or accessed by the Contractor as a result of this Work Order. The Contractor acknowledges and agrees that all documents in the District's possession, including documents submitted by the Contractor, are subject to the provisions of the Colorado Open Records Act, Sections 24-72-200.1, *et seq.*, C.R.S. The Contractor agrees that, if the District so requests, it will execute a confidentiality agreement, in a form acceptable to the District. The obligations of this paragraph shall survive termination or expiration of this Work Order.

**8. MISCELLANEOUS.**

**A. Subject to Annual Budget and Appropriation/Governmental Immunity.** The performance of those obligations of the District hereunder requiring budgeting and appropriation of funds are subject to annual budgeting and appropriations. As applicable, the provisions of Section 24-91-103.6, C.R.S. are hereby incorporated by this reference into this Work Order as though fully set forth herein and shall hereinafter bind the District and the Contractor accordingly. Nothing in this Work Order, or in any actions taken by the District pursuant to this Work Order, shall be deemed a waiver of the District's sovereign immunity under the Colorado Governmental Immunity Act, Sections 24-10-101, *et seq.*, C.R.S.


**B. Integration/Modification/Assignment/Termination.** This Work Order contains the entire agreement between the parties, and no statement, promise or inducement made by either party or the agent of either party that is not contained in this Work Order shall be valid or binding. This Work Order may be modified, amended or changed only by an agreement in writing duly authorized and executed by both parties. The Contractor shall not assign this Work Order or any interest hereunder, in whole or in part, without the prior written consent of the District, which consent may be withheld for any reason or for no reason. The District may assign this Work Order or any interest hereunder, in whole or in part, at any time. The District may terminate this Work Order at any time for convenience or for cause, in whole or in part, by delivery to the Contractor of a written notice of termination at least five (5) days prior to the effective date.

**C. Severability/Non-Waiver/Governing Law and Venue.** If any term or provision of this Contract is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Work Order; provided, however, that if any fundamental term or provision of this Contract is invalid, illegal, or unenforceable, the remainder of this Work Order shall be unenforceable. No waiver of any of the provisions of this Work Order shall be deemed to constitute a waiver of any other provision of this Work Order, nor shall such waiver constitute a continuing waiver or waiver of any subsequent default unless otherwise expressly provided herein. This Work Order shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any dispute hereunder shall lie in the state courts of the State of Colorado.

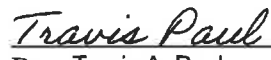
This Work Order may be executed in one or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument. The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, *et seq.*, C.R.S., as may be amended from time to time. By signature of its representatives below, each party affirms it has taken all necessary action to authorize said representative to execute this Work Order.

*[Remainder of this page is left intentionally blank.]*

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

  
By: James A. Brzostowicz  
Its: President  
Date: \_\_\_\_\_

**CONTRACTOR:**  
FRONTIER FIRE PROTECTION, LLC

  
By: Travis A. Paul  
Its: Service Operations Manager  
Date: 9/26/2023

## PROPOSAL

**Proposal #:** 055851  
**Proposal Date:** 08/10/2023  
**Proposal Exp:** 09/09/2023  
**Sales Rep:** Todd Harrison

### Frontier Fire Protection

9430 East 40<sup>th</sup> Ave.  
Denver, CO 80238  
Phone: (303) 629-0221  
www.frontierfireprotection.com  
EIN: 47-3729356

#### PREPARED FOR

Superior Town Center Metro Districe 2  
(STCMD2)  
Michelle Gardner  
141 Union Boulevard,  
Lakewood, Colorado  
80228

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### SERVICE SITE

Superior Town Center MOB Parking  
Garage  
Michelle Gardner  
5 Superior Drive,  
Superior, Colorado 80027

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### PROPOSAL ITEMS

Description	QTY	Unit Price	Amount
Fire Alarm Labor Rate - Standard	1	\$540.00	\$540.00
<b>Total</b>			<b>\$540.00</b>

\*\*\*Tax, if applicable, is not included.

#### Scope of Work:

Fire alarm panel monitoring migration to Frontier Fire.  
Program, test and confirm signals from the fire alarm control unit to the monitoring station & dispatch.  
NOTE: The fire alarm control unit is a Notifier Fire Warden.

#### Clarifications:

1. All work to be performed during normal business hours (M-F 7AM-4PM).
2. Subcontractor is not responsible for any repairs or cleaning to drywall, painting, cleaning of carpeting or ceilings or replacing ceiling tiles.
3. Price is valid for forty-five (45) days.
4. System to be filled at the end of each work shift.
5. All work to be in accordance with local codes and NFPA 13.
6. If required, adequate heat is to be provided by others to protect against freezing.
7. Subcontractor requires a signed proposal, purchase order, or contract prior to execution of any services and/or labor for this project.
8. This repair or deficiency proposal is limited to only those repairs, materials, or installation labor specifically listed on this proposal. All other repairs to any other life safety system are excluded from this proposal.

9. Safety and good housekeeping practices will be emphasized.
10. Subcontractor reserves the right to charge for a dry run, a minimum service call charge, in the event of no access or ability to perform the scheduled work.

**Exclusions:**

Unless noted otherwise,  
Sales tax, rental equipment, permits, inaccessible devices or detectors, proprietary parts or components, programming or reprogramming issues, any other unknown deficiencies or repairs, fees for draining the system(s), relocating or raising of existing branch or main piping, center of tile placement of fire sprinklers, and infectious mitigation or abatement is excluded.

If you should have any questions about this proposal, please feel free to give me a call at your earliest convenience.

Respectfully Submitted,

Todd Harrison  
Frontier Fire Protection

**CLIENT:**

**CONTRACTOR:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**PO Number**

## Terms & Conditions

**Performance of Work.** This fire sprinkler contractor ("Contractor") shall perform the scope of work ("Work") specific herein. Contractor shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Client shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Contractor to perform any and all aspects of the Work.

**Payments.** Client shall pay Contractor the compensation specified herein ("Price") for the value of Work that Contractor has completed, as the Work is completed. Client shall pay Contractor within thirty (30) days of receiving an invoice. Contractor will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

**Warranties.** Client shall receive a one (1) year warranty that covers labor and materials provided by Contractor as part of the Work. This warranty commences in the date that the portion of the Work warranted is substantially complete. However, Contractor makes no warranty, whatsoever, regarding components of the Work provided by third parties, and in such case the terms of the warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

**Termination.** Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that Contractor shall have no obligation to perform Work after termination.

**Disputes.** In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

**Choice of Law, Venue.** The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

**Force Majeure.** Neither Contractor nor Client shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

**No Waiver.** No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Intellectual Property.** Intellectual property provided by Contractor to Client as part of the Work are instruments of service owned by Contractor and are not "work made for hire" as such term is defined under U.S. copyright law. What the Work is performed to completion, Contractor grants to Client a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

**Damages Limitation.** Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

**Indemnification.** Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

**Severability, Survival.** If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

**Amendment.** This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

**Complete Agreement.** This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between Contractor and Client as to the Work are superseded by this agreement.

## PROPOSAL

**Proposal #:** 055852  
**Proposal Date:** 08/10/2023  
**Proposal Exp:** 09/09/2023  
**Sales Rep:** Todd Harrison

### Frontier Fire Protection

9430 East 40<sup>th</sup> Ave.  
Denver, CO 80238  
Phone: (303) 629-0221  
www.frontierfireprotection.com  
EIN: 47-3729356

#### PREPARED FOR

Superior Town Center Metro Districe 2  
(STCMD2)  
Michelle Gardner  
141 Union Boulevard,  
Lakewood, Colorado  
80228

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### SERVICE SITE

Superior Town Center MOB Parking  
Garage  
Michelle Gardner  
5 Superior Drive,  
Superior, Colorado 80027

EMAIL: mgardner@sdmsi.com  
PHONE: 303-987-0835 x220

#### PROPOSAL ITEMS

Description	QTY	Unit Price	Amount
Misc. Install Materials: boxes, conduit, wire, plug.	1	\$150.00	\$150.00
Fire Alarm Monitoring - Annually	1	\$540.00	\$540.00
AES Radio 7707P-88-ULP-M	1	\$925.00	\$925.00
Fire Alarm Labor Rate - Standard	1	\$1,080.00	\$1,080.00
<b>Total</b>			<b>\$2,695.00</b>

\*\*\*Tax, if applicable, is not included.

#### Scope of Work:

Install, program and test an AES 2.0 Intellinet Rado Fire Communicator.

**NOTE:** this option omits the requirement and cost for copper telephone lines to the fire alarm panel. Copper telephone lines will have a sunset in the near future.

**NOTE:** This proposal includes the cost of the first 12 months of monitoring, starting from the date of install.

#### Clarifications:

1. All work to be performed during normal business hours (M-F 7AM-4PM).
2. Subcontractor is not responsible for any repairs or cleaning to drywall, painting, cleaning of carpeting or ceiling tiles.
3. Price is valid for forty-five (45) days.
4. System to be filled at the end of each work shift.
5. All work to be in accordance with local codes and NFPA 13.
6. If required, adequate heat is to be provided by others to protect against freezing.

7. Subcontractor requires a signed proposal, purchase order, or contract prior to execution of any services and/or labor for this project.
8. This repair or deficiency proposal is limited to only those repairs, materials, or installation labor specifically listed on this proposal. All other repairs to any other life safety system are excluded from this proposal.
9. Safety and good housekeeping practices will be emphasized.
10. Subcontractor reserves the right to charge for a dry run, a minimum service call charge, in the event of no access or ability to perform the scheduled work.

**Exclusions:**

Unless noted otherwise,  
Sales tax, rental equipment, permits, inaccessible devices or detectors, proprietary parts or components, programming or reprogramming issues, any other unknown deficiencies or repairs, fees for draining the system(s), relocating or raising of existing branch or main piping, center of tile placement of fire sprinklers, and infectious mitigation or abatement is excluded.

If you should have any questions about this proposal, please feel free to give me a call at your earliest convenience.

Respectfully Submitted,

Todd Harrison  
Frontier Fire Protection

**CLIENT:**

**CONTRACTOR:**

---

**Signature**

---

**Signature**

---

**Print Name**

---

**Print Name**

---

**Title**

---

**Title**

---

**PO Number**

## Terms & Conditions

**Performance of Work.** This fire sprinkler contractor ("Contractor") shall perform the scope of work ("Work") specific herein. Contractor shall furnish all services necessary to perform the Work and perform the Work to completion diligently, expeditiously and with adequate forces. Client shall use its best efforts to provide all information, materials, documents, and assistance that is reasonably required for Contractor to perform any and all aspects of the Work.

**Payments.** Client shall pay Contractor the compensation specified herein ("Price") for the value of Work that Contractor has completed, as the Work is completed. Client shall pay Contractor within thirty (30) days of receiving an invoice. Contractor will be entitled to interest at the maximum rate allowed by law on all sums overdue and unpaid from the date due.

**Warranties.** Client shall receive a one (1) year warranty that covers labor and materials provided by Contractor as part of the Work. This warranty commences in the date that the portion of the Work warranted is substantially complete. However, Contractor makes no warranty, whatsoever, regarding components of the Work provided by third parties, and in such case the terms of the warranties in this section are exclusive and in lieu of all other warranties, whether express or implied.

**Termination.** Either Party may terminate this agreement upon fifteen (15) days written notice to the other Party. In such case the rights and obligations of each Party that arose prior to the termination date shall survive such termination, except that Contractor shall have no obligation to perform Work after termination.

**Disputes.** In case of dispute between the Parties, the Parties will attempt to negotiate a resolution. If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiation, then the Parties shall pursue mediation. If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, then either Party may commence binding arbitration. No litigation will be commenced by either Party unless all of the foregoing steps have been pursued to completion.

**Choice of Law, Venue.** The validity, interpretation, and performance of this agreement shall be governed by the laws of the state in which the Work is performed. The venue for resolving any dispute shall be the county in which the Work is performed.

**Force Majeure.** Neither Contractor nor Client shall be considered in breach of this agreement to the extent that the Party's performance is prevented by an event or events that are beyond the control of such party, including but not limited to acts of God, fire earthquake, flood, storm, war, rebellion, revolution, insurrection, riot, strike, nuclear contamination, and/or acts or threats of terrorism.

**No Waiver.** No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

**Intellectual Property.** Intellectual property provided by Contractor to Client as part of the Work are instruments of service owned by Contractor and are not "work made for hire" as such term is defined under U.S. copyright law. What the Work is performed to completion, Contractor grants to Client a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of the Work.

**Damages Limitation.** Neither party shall be liable for any consequential, indirect, special, incidental, exemplary, or similar, damages or losses, including loss of profits, whether based in contract or tort or any other theory, even if a party has been advised of the possibility of such damages. Furthermore, the total aggregate liability of either party, under any theory, is limited to the agreement Price.

**Indemnification.** Each party shall indemnify and hold harmless the other party from and against all third party claims, damages, losses and expenses for bodily injury, sickness, disease, or death or destruction of tangible property but only to the extent directly caused by the negligent acts or omissions of the indemnitor.

**Severability, Survival.** If any portion of this agreement shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the agreement shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

**Amendment.** This agreement may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

**Complete Agreement.** This agreement, including the exhibits attached hereto, is a fully integrated agreement. Any legal terms and conditions appearing elsewhere in this agreement shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing list. All previous agreements between Contractor and Client as to the Work are superseded by this agreement.



**STC METROPOLITAN DISTRICT NO. 2  
ENGINEER'S REPORT and CERTIFICATION #98**

**PREPARED FOR:**

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

**PREPARED BY:**

Ranger Engineering, LLC  
2590 Cody Ct.  
Lakewood, CO 80215

**DATE PREPARED:**

July 24, 2023

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Table IX District Funded Costs Detail .....	NA
Table X System Development Fee Costs.....	NA

## ENGINEER'S REPORT

### Introduction

Ranger Engineering, LLC. ("Ranger") 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. It should be noted that personnel from Ranger were formerly part of Tamarack Consulting, LLC and Manhard Consulting, Ltd., both of which have been engaged by the District to certify costs related to the Public Improvements.

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 for Draw Package 94, including both soft and hard costs from approximately June 2023 to July 2023, are valued at **\$46,075.98** for the District, and **\$46,075.98** for the Town. Table I summarizes costs certified to date. Prior years have been condensed to only show yearly totals.

Table I – Cost Certified to Date				
Cert No.	Date	Total Costs Paid	Total District Eligible Costs	Total Town Eligible Costs
1 - 7	2015	\$11,891,225.34	\$8,043,823.58	\$8,043,823.58
8 - 19	2016	\$7,973,908.20	\$6,939,814.39	\$6,939,814.39
20 - 31	2017	\$16,024,418.66	\$13,113,137.79	\$12,773,498.56
32 - 41	2018	\$9,222,780.87	\$7,829,160.35	\$6,305,376.48
42 - 53	2019	\$14,735,747.78	\$10,839,557.32	\$8,014,667.02
54 - 67	2020	\$14,576,368.21	\$10,284,857.01	\$8,487,556.24
68-80	2021	\$28,099,348.12	\$25,263,168.16	\$22,947,318.16
81-91	2022	\$12,999,491.55	\$12,637,611.97	\$8,259,749.59

92	1-Jan-23	\$2,444,006.54	\$2,336,095.07	\$2,311,065.50
93	3-Mar-23	\$2,048,203.78	\$1,310,658.42	\$1,310,658.42
94	4-Apr-23	\$3,009,028.96	\$2,678,613.70	\$2,565,553.30
95	1-May-23	\$1,224,558.91	\$1,183,278.51	\$1,183,278.51
96	23-May-23	\$1,376,904.99	\$1,156,871.26	\$1,054,044.41
97	22-Jun-23	\$64,819.14	\$46,741.15	\$46,741.15
98	24-Jul-23	\$212,965.16	\$46,075.98	\$46,075.98

<b>TOTALS</b>	<b>\$125,903,776.21</b>	<b>\$103,709,464.64</b>	<b>\$90,289,221.29</b>
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Table II summarizes the cost breakdown of the construction, soft and indirect, district funded costs, and system development fees. Tables III, IV, V, and VI provide category breakdowns of construction, soft and indirect, district funded costs, and system development fees reviewed for this certification. Table VII

provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table IX provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories. Table X provides a detailed breakdown of system develop fee costs per the Service Plan categories and the SURA categories.

### **Public Improvements as Authorized by the Service Plan**

Ranger 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. Ranger 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**

Ranger 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**

Ranger was authorized to proceed with the Engineer's Certification in December 2015 (as Tamarack Consulting, LLC). The initial construction documentation was provided by the District January 11, 2016. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through the current cost certification.

### **Phase II – Site Visit and Meetings**

Ranger 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 Ranger.

### **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. Ranger took into consideration the type of construction and the timeframe during which the construction occurred. Ranger 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**

Ranger 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.

### **Project Notes**

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*.

On Cost Certification #48, System Development fees were certified for the first time. Fees related to SDC – Planning Area 3 Residential were only District eligible, while fees related to SDC – Planning Area 1 and 2 Residential and Commercial, as well as SDC – Planning Area 3 Commercial were considered District and Town eligible.

Cost Certification #48 missed the inclusion of the last two System Development fees in the certification. The costs are shown in Table X, but are not included in the actual certified amounts. These last two costs are carried over to Cost Certification #49 where the values are included in the certified amounts.

On Cost Certification #49, the MOB Parking Structure (“MOBPS”) costs were certified as a District Funded Cost. The overall reconciled market value of the MOBPS was determined per a report prepared by National Valuation Consultants, Inc. (“NVC”). NVC determined that the MOB Parking Structure has a reconciled market value \$4,260,000 (assuming completion by January 11, 2018). A prorated amount of the MOBPS District value was determined per a memorandum provided by Walker Parking Consultants (“Walker”) based upon public versus private parking availability in the MOBPS. Ranger utilized the Declaration of Parking Structure Easement and Cost Sharing Agreement based upon the definitions of *MOB Spaces*, *Preferred Parking Period*, and *Public Spaces* to review a prorated value and determined that Walker’s percentage was reasonable. Utilizing the NVC market value and the Walker prorated percentage of 52%, a District value of \$2,215,200 was utilized in the Real Estate Sale Contract between the Developer and the District regarding the MOBPS. The full value of the Real Estate Sale Contract value was deemed eligible.

On Cost Certification #50, a subcategory of Civic Space was added as part of the Public Park Amenities and Facilities Town Eligible Categories. All costs under the Civic Space subcategory are rolled up into the overall Public Park Amenities and Facilities costs.

On Cost Certification #57, a credit of – (\$75,000) was issued against Spence Fane on soft costs. These costs were reimbursed through proceeds during bond closing and was adjusted to make sure cost reimbursements were not duplicated.

On Cost Certification #58, Construction Management (“CM”) fees were reviewed for the first time. The costs include multiple CM providers from the beginning of the project to present. Also, on this certification, a credit was applied against Vargas Property Services Inc. for costs that were certified on Cost Certification #57, but were also processed through the District.

On Cost Certification #52-#58, costs related to the interior courtyard as part of Block 25 Phase 2 had the eligibility removed until further review was completed to determine the extent of public costs. These costs were related to stairs, retaining walls, and electrical systems for lighting, and are subject to being included as eligible at a later time.

Beginning on Cost Certification #60, costs related to Toll Brothers development of Block 17 and Superlot 5 were reviewed and certified. Toll Brothers have a reimbursement agreement with the Developer for the buildout of this site. Certification #60 was the first submittal of costs related to the Toll Brothers development and included multiple months of costs to date. A site takeoff specific to this scope of work was performed, identifying a public eligibility of 62.15%.

Samora Invoice 731 certified costs were duplicated on Cost Certification #63. A correction was applied on Cost Certification #64.

Cost Certification #66 included Toll Brothers Q3 costs listed in hard costs and soft costs.

Cost Certification #68 included Toll Brothers Q3 and Q4 costs listed in hard costs and soft costs. Down To Earth Compliance Invoice 51584 was credited back after determination that all costs previously certified in Cost Certification #67 were related to private improvements.

Cost Certification #71 included Toll Brothers 2021 Q1 costs listed in hard costs and soft costs.

Cost Certification #72 included adjustments to eligibility related to the Hudick Excavating Inc. (“HEI”) Blocks 11 and 15 contract for private utility work. HEI provided a cost breakdown of the work related to install the private utilities in Block 11. The work was previously billed 100%, so a negative eligible amount was applied in the certification. Additionally, for the Goodland Construction Blocks 9 and 10 grading work, a reduced percent eligibility was not properly applied to the Town eligibility in previous certifications, and was adjusted in the current certification. HEI also provided a revised pay application for Blocks 11 and 15, so an updated certification was issued during this period.

Cost Certification #74 included Toll Brothers 2021 Q2 costs listed in hard costs and soft costs.

Cost Certification #76 was revised to review Town eligibility of public infrastructure costs located within metropolitan district tracts.

Cost Certification #77 included Toll Brothers 2021 Q3 costs listed in hard costs and soft costs.  
Cost Certification #80 included Toll Brothers 2021 Q4 costs listed in hard costs and soft costs.  
Cost Certification #92 included Toll Brothers 2022 Q1 costs listed in hard costs and soft costs.  
Cost Certification #93 included Toll Brothers 2022 Q2 costs listed in hard costs and soft costs.  
Cost Certification #94 included Toll Brothers 2022 Q3 costs listed in hard costs and soft costs.  
Cost Certification #95 included Toll Brothers 2022 Q4 costs listed in hard costs and soft costs.  
Cost Certification #96 included Toll Brothers 2023 Q1 costs listed in hard costs and soft costs.

## ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Ranger Engineering, LLC (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 July 24, 2023 including soft and indirect, District funded, and hard costs, are valued at an estimated **\$46,075.98**. 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,

**Ranger Engineering, LLC**

A handwritten signature in blue ink, appearing to read "Collin D. Koranda".

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.
- Declaration of Parking Structure Easement and Cost Sharing Agreement, by IISRE-Superior MOB, LLC. Dated March 28, 2017.
- Real Estate Sale Contract (MOB Parking Structure). Entered between RC Superior, LLC and STC Metropolitan District No. 2. August 2018.
- Purchase and Sale Agreement between RC Superior LLC and Toll Southwest LLC dated January 9, 2018.
- Facilities Acquisition and Reimbursement Agreement between STC Metropolitan District No. 2, CP VII Superior, LLC, and RC Superior, LLC. December 31, 2020.

#### **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 Development Plan 9 and 10 Superior Town Center. Prepared by Civil Resources LLC. Dated June 25, 2019.
- 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

- Goodland Invoice 5423 – 5/3/23..

For soft and indirect costs, district funded costs, and System Development Fees reviewed, refer to Tables VIII, IX, and X.

#### Service Plan and Reports

- Superior Town Center Metropolitan District No. 2. Prepared by McGeady Sisneros, P.C. and dated May 13, 2013.
- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District Nos. 1, 2, and 3. Date October 22, 2013.
- Development Agreement between Town of Superior, CO, Superior Metropolitan District No. 1, Superior Urban Renewal Authority, and RC Superior, LLC. Date March 11, 2013.
- Public Finance Agreement between Superior Urban Renewal Authority, Superior McCaslin Interchange Metropolitan District, RC Superior, LLC and Town of Superior, CO. Dated March 15, 2013.
- Memorandum Superior Town Center – Block 12 Garage Allocations. Prepared by Walker Parking Consultants. Revised Date November 18, 2016.
- Appraisal Report of a Parking Structure. Prepared by National Valuation Consultants, Inc. Effective Date of Appraisal January 11, 2018.

**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	\$	24,790.00	\$	-	\$	-	\$	-
Soft and Indirect Costs	\$	188,175.16	\$	46,075.98	\$	46,075.98	\$	46,075.98
District Funded Costs	\$	-	\$	-	\$	-	\$	-
System Development Costs	\$	-	\$	-	\$	-	\$	-
<b>Totals</b>	\$	<b>212,965.16</b>	\$	<b>46,075.98</b>	\$	<b>46,075.98</b>	\$	<b>46,075.98</b>



**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Construction Costs Summary By Category**  
**Table III**

Category	Total Eligible Hard Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	#DIV/0!
Roadways, Paths, & Hardscape	\$	-	#DIV/0!
Offsite Roadways	\$	-	#DIV/0!
Walls and Structures	\$	-	#DIV/0!
Storm Sewer	\$	-	#DIV/0!
Sanitary Sewer	\$	-	#DIV/0!
Reuse Water & Irrigation Piping	\$	-	#DIV/0!
Domestic Water	\$	-	#DIV/0!
Dry Utilities	\$	-	#DIV/0!
Park Site Development	\$	-	#DIV/0!
Mob & Temporary Conditions	\$	-	#DIV/0!
SDC - Planning Area 1 and 2	\$	-	#DIV/0!
SDC - Planning Area 3	\$	-	#DIV/0!
Parking & Architectural Enhancements	\$	-	#DIV/0!
Public Park Amenities & Facilities	\$	-	#DIV/0!
Civic Space (Part of PPA&F)	\$	-	
	\$	-	#DIV/0!

Total District Eligible Costs		
Street	#DIV/0!	#DIV/0!
Water	#DIV/0!	#DIV/0!
Sanitation	#DIV/0!	#DIV/0!
Fire Protection	#DIV/0!	#DIV/0!
Parks and Recreation	#DIV/0!	#DIV/0!
Non District	#DIV/0!	
Multiple		
	#DIV/0!	#DIV/0!

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Soft Costs Summary By Category**  
**Table IV**

Category	Total Eligible Soft Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	555.83	1.2%
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	\$	32,051.18	69.6%
Dry Utilities	\$	-	0.0%
Park Site Development	\$	-	0.0%
Mob & Temporary Conditions	\$	1,600.00	3.5%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancements	\$	-	0.0%
Public Park Amenities & Facilities		\$0.00	0.0%
Civic Space (Part of PPA&F)	\$	-	
Other Eligible Costs	\$	11,868.97	25.8%
	\$	<b>46,075.98</b>	<b>100.0%</b>

Total District Eligible Costs			
Organization	\$	-	0.0%
Capital	\$	46,075.98	100.0%
Street	\$	785.43	1.7%
Water	\$	45,290.55	98.3%
Sanitation	\$	-	0.0%
Fire Protection	\$	-	0.0%
Parks and Recreation	\$	-	0.0%
	\$	<b>46,075.98</b>	<b>100.0%</b>

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25402 July Dr., Lawrenceville, GA 30045

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Soft and Indirect Costs**  
**Table VIII**

Invoices							Percent District		Amount District	Percent Town		Amount Town	Total	Certification
Vendor	Invoice Number	Description	Date	Amount Invoiced	District Category	District Powers	Town Categories	Eligible		Eligible		Eligible	Eligible	Number
Cesare, Inc	22.3018.11	Superior Town Center Block 26 and 27	06/20/23	\$ 555.83	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	555.83	100%	\$	555.83	100%
Civil Resources, LLC	238.001.01.113 Rev	Superior Town Center - Infrastructure	06/26/23	\$ 7,662.25	Capital	Multiple	Other Eligible Costs	100%	\$	7,662.25	100%	\$	7,662.25	100%
Edifice North	23-017	STC Construction Management	06/01/23	\$ 9,000.00	Capital	Multiple	Other Eligible Costs	47%	\$	4,206.72	47%	\$	4,206.72	47%
Sterling Seacrest Pritchard	12039	Risk Management Fee	05/31/23	\$ 909.00	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%
Summit Services	41079	Stormwater Insepection	03/31/23	\$ 800.00	Capital	Multiple	Mob & Temporary Conditions	100%	\$	800.00	100%	\$	800.00	100%
Summit Services	42267	Stormwater Insepection	06/30/23	\$ 800.00	Capital	Multiple	Mob & Temporary Conditions	100%	\$	800.00	100%	\$	800.00	100%
Town of Superior	Work Sheet	District Meters	07/10/23	\$ 68,194.00	Capital	Water	Domestic Water	47%	\$	32,051.18	47%	\$	32,051.18	47%
Varagas Property Services Inc.	35685-35861	Snowl Removal	12/30/22-3/3/23	\$ 100,254.08	Operation	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%
				\$ 188,175.16					\$	46,075.98		\$	46,075.98	



**STC METROPOLITAN DISTRICT NO. 2  
ENGINEER'S REPORT and CERTIFICATION #99**

**PREPARED FOR:**

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

**PREPARED BY:**

Ranger Engineering, LLC  
2590 Cody Ct.  
Lakewood, CO 80215

**DATE PREPARED:**

August 23, 2023

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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 for Draw Package 99, including both soft and hard costs from approximately March 2023 to July 2023, are valued at **\$634,168.06** for the District, and **\$634,168.06** for the Town. Table I summarizes costs certified to date. Prior years have been condensed to only show yearly totals.

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8 - 19	2016	\$7,973,908.20	\$6,939,814.39	\$6,939,814.39
20 - 31	2017	\$16,024,418.66	\$13,113,137.79	\$12,773,498.56
32 - 41	2018	\$9,222,780.87	\$7,829,160.35	\$6,305,376.48
42 - 53	2019	\$14,735,747.78	\$10,839,557.32	\$8,014,667.02
54 - 67	2020	\$14,576,368.21	\$10,284,857.01	\$8,487,556.24
68-80	2021	\$28,099,348.12	\$25,263,168.16	\$22,947,318.16
81-91	2022	\$12,999,491.55	\$12,637,611.97	\$8,259,749.59

92	1-Jan-23	\$2,444,006.54	\$2,336,095.07	\$2,311,065.50
93	3-Mar-23	\$2,048,203.78	\$1,310,658.42	\$1,310,658.42
94	4-Apr-23	\$3,009,028.96	\$2,678,613.70	\$2,565,553.30
95	1-May-23	\$1,224,558.91	\$1,183,278.51	\$1,183,278.51
96	23-May-23	\$1,376,904.99	\$1,156,871.26	\$1,054,044.41
97	22-Jun-23	\$64,819.14	\$46,741.15	\$46,741.15
98	24-Jul-23	\$212,965.16	\$46,075.98	\$46,075.98
99	23-Aug-23	\$863,013.80	\$634,168.06	\$634,168.06

<b>TOTALS</b>	<b>\$126,766,790.02</b>	<b>\$104,343,632.71</b>	<b>\$90,923,389.35</b>
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Table II summarizes the cost breakdown of the construction, soft and indirect, district funded costs, and system development fees. Tables III, IV, V, and VI provide category breakdowns of construction, soft and

indirect, district funded costs, and system development fees reviewed for this certification. Table VII provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table IX provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories. Table X provides a detailed breakdown of system develop fee costs per the Service Plan categories and the SURA categories.

### **Public Improvements as Authorized by the Service Plan**

Ranger 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. Ranger 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**

Ranger 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**

Ranger was authorized to proceed with the Engineer's Certification in December 2015 (as Tamarack Consulting, LLC). The initial construction documentation was provided by the District January 11, 2016. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through the current cost certification.

### **Phase II – Site Visit and Meetings**

Ranger 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 Ranger.

### **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. Ranger took into consideration the type of construction and the timeframe during which the construction occurred. Ranger 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**

Ranger 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.

### **Project Notes**

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*.

On Cost Certification #48, System Development fees were certified for the first time. Fees related to SDC – Planning Area 3 Residential were only District eligible, while fees related to SDC – Planning Area 1 and 2 Residential and Commercial, as well as SDC – Planning Area 3 Commercial were considered District and Town eligible.

Cost Certification #48 missed the inclusion of the last two System Development fees in the certification. The costs are shown in Table X, but are not included in the actual certified amounts. These last two costs are carried over to Cost Certification #49 where the values are included in the certified amounts.

On Cost Certification #49, the MOB Parking Structure (“MOBPS”) costs were certified as a District Funded Cost. The overall reconciled market value of the MOBPS was determined per a report prepared by National Valuation Consultants, Inc. (“NVC”). NVC determined that the MOB Parking Structure has a reconciled market value \$4,260,000 (assuming completion by January 11, 2018). A prorated amount of the MOBPS District value was determined per a memorandum provided by Walker Parking Consultants (“Walker”) based upon public versus private parking availability in the MOBPS. Ranger utilized the Declaration of Parking Structure Easement and Cost Sharing Agreement based upon the definitions of *MOB Spaces*, *Preferred Parking Period*, and *Public Spaces* to review a prorated value and determined that Walker’s percentage was reasonable. Utilizing the NVC market value and the Walker prorated percentage of 52%, a District value of \$2,215,200 was utilized in the Real Estate Sale Contract between the Developer and the District regarding the MOBPS. The full value of the Real Estate Sale Contract value was deemed eligible.

On Cost Certification #50, a subcategory of Civic Space was added as part of the Public Park Amenities and Facilities Town Eligible Categories. All costs under the Civic Space subcategory are rolled up into the overall Public Park Amenities and Facilities costs.

On Cost Certification #57, a credit of – (\$75,000) was issued against Spence Fane on soft costs. These costs were reimbursed through proceeds during bond closing and was adjusted to make sure cost reimbursements were not duplicated.

On Cost Certification #58, Construction Management (“CM”) fees were reviewed for the first time. The costs include multiple CM providers from the beginning of the project to present. Also, on this certification, a credit was applied against Vargas Property Services Inc. for costs that were certified on Cost Certification #57, but were also processed through the District.

On Cost Certification #52-#58, costs related to the interior courtyard as part of Block 25 Phase 2 had the eligibility removed until further review was completed to determine the extent of public costs. These costs were related to stairs, retaining walls, and electrical systems for lighting, and are subject to being included as eligible at a later time.

Beginning on Cost Certification #60, costs related to Toll Brothers development of Block 17 and Superlot 5 were reviewed and certified. Toll Brothers have a reimbursement agreement with the Developer for the buildout of this site. Certification #60 was the first submittal of costs related to the Toll Brothers development and included multiple months of costs to date. A site takeoff specific to this scope of work was performed, identifying a public eligibility of 62.15%.

Samora Invoice 731 certified costs were duplicated on Cost Certification #63. A correction was applied on Cost Certification #64.

Cost Certification #66 included Toll Brothers Q3 costs listed in hard costs and soft costs.

Cost Certification #68 included Toll Brothers Q3 and Q4 costs listed in hard costs and soft costs. Down To Earth Compliance Invoice 51584 was credited back after determination that all costs previously certified in Cost Certification #67 were related to private improvements.

Cost Certification #71 included Toll Brothers 2021 Q1 costs listed in hard costs and soft costs.

Cost Certification #72 included adjustments to eligibility related to the Hudick Excavating Inc. (“HEI”) Blocks 11 and 15 contract for private utility work. HEI provided a cost breakdown of the work related to install the private utilities in Block 11. The work was previously billed 100%, so a negative eligible amount was applied in the certification. Additionally, for the Goodland Construction Blocks 9 and 10 grading work, a reduced percent eligibility was not properly applied to the Town eligibility in previous certifications, and was adjusted in the current certification. HEI also provided a revised pay application for Blocks 11 and 15, so an updated certification was issued during this period.

Cost Certification #74 included Toll Brothers 2021 Q2 costs listed in hard costs and soft costs.

Cost Certification #76 was revised to review Town eligibility of public infrastructure costs located within metropolitan district tracts.

Cost Certification #77 included Toll Brothers 2021 Q3 costs listed in hard costs and soft costs.  
Cost Certification #80 included Toll Brothers 2021 Q4 costs listed in hard costs and soft costs.  
Cost Certification #92 included Toll Brothers 2022 Q1 costs listed in hard costs and soft costs.  
Cost Certification #93 included Toll Brothers 2022 Q2 costs listed in hard costs and soft costs.  
Cost Certification #94 included Toll Brothers 2022 Q3 costs listed in hard costs and soft costs.  
Cost Certification #95 included Toll Brothers 2022 Q4 costs listed in hard costs and soft costs.  
Cost Certification #96 included Toll Brothers 2023 Q1 costs listed in hard costs and soft costs.  
Cost Certification #99 included Toll Brothers 2023 Q2 costs listed in hard costs and soft costs.

## ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Ranger Engineering, LLC (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 August 23, 2023 including soft and indirect, District funded, and hard costs, are valued at an estimated **\$634,168.06**. 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,

**Ranger Engineering, LLC**

A handwritten signature in blue ink, appearing to read "CDK", is written over a light blue horizontal line.

Collin D. Koranda, P. E.

## **APPENDIX A**

### **Documents Reviewed**

#### **Agreements**

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 15, 2013.
- Cost Sharing and Reimbursement Agreement between Aweida Properties and STC Metropolitan District No. 2. Dated October 21, 2015.
- Declaration of Parking Structure Easement and Cost Sharing Agreement, by IISRE-Superior MOB, LLC. Dated March 28, 2017.
- Real Estate Sale Contract (MOB Parking Structure). Entered between RC Superior, LLC and STC Metropolitan District No. 2. August 2018.
- Purchase and Sale Agreement between RC Superior LLC and Toll Southwest LLC dated January 9, 2018.
- Facilities Acquisition and Reimbursement Agreement between STC Metropolitan District No. 2, CP VII Superior, LLC, and RC Superior, LLC. December 31, 2020.

#### **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 Development Plan 9 and 10 Superior Town Center. Prepared by Civil Resources LLC. Dated June 25, 2019.
- 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

- Goodland Construction STC Blocks 9 & 10 Infrastructure - Pay App 1 – 7/10/23.
- Goodland Construction STC Blocks 26/27 – Pay App 11 – 7/31/23.

#### Toll Brothers Costs

- EZ Excavating Wet Utilities – Pay Apps 19/20 – 4/24/23-5/23/23.
- Kelly Rock Electric Invoices 2022-2081 – 4/3/23-6/13/23.
- Blackwolf Earthworks Invoice 1280 – 5/3/23.
- Brightview Phase 1-4 Landscaping Invoices 8337411-8407703 – 3/31/23 – 4/30/23.
- Three Sons Construction Phase 1 & 2 – Pay App 12 – 5/23/23.

For soft and indirect costs, district funded costs, and System Development Fees reviewed, refer to Tables VIII, IX, and X.

#### Service Plan and Reports

- Superior Town Center Metropolitan District No. 2. Prepared by McGeady Sisneros, P.C. and dated May 13, 2013.
- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District Nos. 1, 2, and 3. Date October 22, 2013.
- Development Agreement between Town of Superior, CO, Superior Metropolitan District No. 1, Superior Urban Renewal Authority, and RC Superior, LLC. Date March 11, 2013.
- Public Finance Agreement between Superior Urban Renewal Authority, Superior McCaslin Interchange Metropolitan District, RC Superior, LLC and Town of Superior, CO. Dated March 15, 2013.
- Memorandum Superior Town Center – Block 12 Garage Allocations. Prepared by Walker Parking Consultants. Revised Date November 18, 2016.
- Appraisal Report of a Parking Structure. Prepared by National Valuation Consultants, Inc. Effective Date of Appraisal January 11, 2018.

**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	\$	567,200.40	\$	554,693.32	\$	554,693.32	\$	554,693.32
Soft and Indirect Costs	\$	213,604.07	\$	79,474.74	\$	79,474.74	\$	79,474.74
District Funded Costs	\$	82,209.33	\$	-	\$	-	\$	-
System Development Costs	\$	-	\$	-	\$	-	\$	-
<b>Totals</b>	\$	<b>863,013.80</b>	\$	<b>634,168.06</b>	\$	<b>634,168.06</b>	\$	<b>634,168.06</b>

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Construction Costs Summary By Category**  
**Table III**

Category	Total Eligible Hard Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	402,008.39	72.5%
Offsite Roadways	\$	-	0.0%
Walls and Structures	\$	-	0.0%
Storm Sewer	\$	-	0.0%
Sanitary Sewer	\$	-	0.0%
Reuse Water & Irrigation Piping	\$	3,850.00	0.7%
Domestic Water	\$	15,658.88	2.8%
Dry Utilities	\$	-	0.0%
Park Site Development	\$	-	0.0%
Mob & Temporary Conditions	\$	-	0.0%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancements	\$	-	0.0%
Public Park Amenities & Facilities	\$	133,176.05	24.0%
Civic Space (Part of PPA&F)	\$	-	
	\$	<b>554,693.32</b>	<b>76.0%</b>

Total District Eligible Costs			
Street	\$	402,008.39	72.5%
Water	\$	19,508.88	3.5%
Sanitation	\$	-	0.0%
Fire Protection	\$	-	0.0%
Parks and Recreation	\$	133,176.05	24.0%
Non District	\$	-	
Multiple			
	\$	<b>554,693.32</b>	<b>100.0%</b>

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Soft Costs Summary By Category**  
**Table IV**

Category	Total Eligible Soft Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	21,649.70	27.2%
Offsite Roadways	\$	-	0.0%
Walls and Structures	\$	-	0.0%
Storm Sewer	\$	-	0.0%
Sanitary Sewer	\$	-	0.0%
Reuse Water & Irrigation Piping	\$	11,165.00	14.0%
Domestic Water	\$	4,396.66	5.5%
Dry Utilities	\$	-	0.0%
Park Site Development	\$	-	0.0%
Mob & Temporary Conditions	\$	1,425.00	1.8%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancements	\$	-	0.0%
Public Park Amenities & Facilities		\$3,293.17	4.1%
Civic Space (Part of PPA&F)	\$	-	
Other Eligible Costs	\$	37,545.21	47.2%
	\$	<b>79,474.74</b>	<b>100.0%</b>

Total District Eligible Costs			
Organization	\$	-	0.0%
Capital	\$	79,474.74	100.0%
Street	\$	42,479.31	53.5%
Water	\$	8,626.77	10.9%
Sanitation	\$	-	0.0%
Fire Protection	\$	-	0.0%
Parks and Recreation	\$	28,368.67	35.7%
	\$	<b>79,474.74</b>	<b>100.0%</b>

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**District Funded Costs Summary**  
**Table V**

Category	Total Eligible DF Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	#DIV/0!
Roadways, Paths, & Hardscape	\$	-	#DIV/0!
Offsite Roadways	\$	-	#DIV/0!
Walls and Structures	\$	-	#DIV/0!
Storm Sewer	\$	-	#DIV/0!
Sanitary Sewer	\$	-	#DIV/0!
Reuse Water & Irrigation Piping	\$	-	#DIV/0!
Domestic Water	\$	-	#DIV/0!
Dry Utilities	\$	-	#DIV/0!
Park Site Development	\$	-	#DIV/0!
Mob & Temporary Conditions	\$	-	#DIV/0!
SDC - Planning Area 1 and 2	\$	-	#DIV/0!
SDC - Planning Area 3	\$	-	#DIV/0!
Parking & Architectural Enhancements	\$	-	#DIV/0!
Public Park Amenities & Facilities	\$	-	#DIV/0!
Other Eligible Costs	\$	-	#DIV/0!
Not Eligible	\$	-	#DIV/0!
	\$	-	#DIV/0!

Total District Eligible Costs			
Operation	\$	-	#DIV/0!
Capital	\$	-	#DIV/0!
Organization	\$	-	#DIV/0!
Street	\$	-	#DIV/0!
Water	\$	-	#DIV/0!
Sanitation	\$	-	#DIV/0!
Fire Protection	\$	-	#DIV/0!
Parks and Recreation	\$	-	#DIV/0!
	\$	-	#DIV/0!

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Construction Fence around Swale (Inv 1078 Ck 516464 2/19/21)	1	LS	\$	1,200.00	\$	1,200.00	\$	-	\$	-	\$	50.00	0%	Capital	Multiple	Mob & Temporary Conditions	100%	\$	-	100%	\$	-	100%	\$	-	\$	-		
GSE Work on site (Inv 1079 CA 521420 3/19/21)	1	LS	\$	2,000.00	\$	2,000.00	\$	-	\$	-	\$	50.00	0%	Capital	Multiple	Mob & Temporary Conditions	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Rough Grading (Inv 1093 Ck 538009 6/11/21)	1	LS	\$	7,500.00	\$	7,500.00	\$	-	\$	-	\$	50.00	0%	Capital	Multiple	Mob & Temporary Conditions	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Drain South Pond (Inv 1086 Ck 527688 4/23/21)	1	LS	\$	4,500.00	\$	4,500.00	\$	-	\$	-	\$	50.00	0%	Capital	Sanitation	Storm Sewer	100%	\$	-	100%	\$	-	100%	\$	-	\$	-		
Remove Abandoned pipe (Inv 1087 Ck 527688 4/23/21)	1	LS	\$	20,700.00	\$	20,700.00	\$	-	\$	-	\$	50.00	0%	Capital	Multiple	Mob & Temporary Conditions	100%	\$	-	100%	\$	-	100%	\$	-	\$	-		
NH Grid Acc for new sound wall (Inv 1130 Cs 545400 8/6/21)	1	LS	\$	2,750.00	\$	2,750.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-	\$	-		
Balance lots for dry utilities/Constructor Trail	1	LS	\$	13,300.00	\$	13,300.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Cut/Slope/Prior Sidewalk/Dirt Haul	1	LS	\$	30,180.00	\$	30,180.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Stockpile/Grading (Inv 1185 Ck 571881 12/12/21)	1	LS	\$	18,340.00	\$	18,340.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Cut/Slope/Sloping (Inv 1186 Ck 571881 2/4/22)	1	LS	\$	55,000.00	\$	55,000.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-	\$	-		
Bu Backfill retaining wall at Town Center (Inv 1188 Ck 574945 2/14/22)	1	LS	\$	17,400.00	\$	17,400.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Break out Concrete / Snow removal	1	LS	\$	10,120.00	\$	10,120.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Retaining Wall/Haul/Concrete	1	LS	\$	7,675.00	\$	7,675.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Conduit Installation	1	LS	\$	102,980.00	\$	102,980.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Boiler set/Elect Hauling	1	LS	\$	33,825.00	\$	33,825.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Conduit Slewing (Inv 1207 Ck 601753 8/7/22)	1	LS	\$	17,004.00	\$	17,004.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Pour Wall (Inv 1214 Ck 599672 7/22/22)	1	LS	\$	12,000.00	\$	12,000.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Excavate, condition and recompact Lots (Inv 1217 Ck 603024 8/10/22)	1	LS	\$	80,772.50	\$	80,772.50	\$	-	\$	-	\$	50.00	0%	Non District	Not Eligible	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-	\$	-		
Install 4' curb drain / Over ex lots (Inv 1218 Ck 602099 7/22/22)	1	LS	\$	60,075.00	\$	60,075.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	67%	\$	-	67%	\$	-	67%	\$	-	\$	-		
Install all Mining Timber/Innall of Log Steps	1	LS	\$	12,605.00	\$	12,605.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	67%	\$	-	67%	\$	-	67%	\$	-	\$	-		
Conduit Slewing	1	LS	\$	27,760.00	\$	27,760.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Unsuitable soil mitigation	1	LS	\$	52,350.00	\$	52,350.00	\$	-	\$	-	\$	50.00	0%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	-	62%	\$	-	62%	\$	-	\$	-		
Landscape Wall (Inv 1280 Ck 632359 6/21/23)	1	LS	\$	33,040.00	\$	33,040.00	\$	33,040.00	\$	-	\$	53,040.00	100%	Capital	Street	Roadways, Paths, & Hardscape	62%	\$	20,532.92	62%	\$	20,532.92	62%	\$	20,532.92	\$	12,507.08		
			\$	703,626.50	\$	33,040.00	\$	-	\$	-	\$	33,040.00						\$	20,532.92	\$	20,532.92	\$	20,532.92	\$	12,507.08				
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**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
Soft and Indirect Costs  
Table VIII

Vendor	Invoice Number	Invoices		Date	Amount Invoiced	Paid By	Proof of Payment				Amount Paid	District Category	District Powers	Town Categories	Percent District	Amount District	Percent Town	Amount Town	Total	Certification
		Description					Check No	Check Written	Check Cleared						Eligible	Eligible	Eligible	Eligible	Eligible	Number
Al Gallagher & Co	4724469	STC Insurance		06/11/23	\$ 27,037.50							Operation	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
Cesare, Inc	21.3016.25	Superior Town Center Blocks 9 and 10		07/25/23	\$ 1,049.70							Capital	Street	Roadways, Paths, & Hardscape	100% \$	1,049.70	100% \$	1,049.70	100%	99
Civil Resources, LLC	238.001.01.114	Superior Town Center - Infrastructure		07/26/23	\$ 11,243.50							Capital	Multiple	Other Eligible Costs	100% \$	11,243.50	100% \$	11,243.50	100%	99
Cohn Marketing	15792	Monthly Mailreting, PR & Social Media		08/01/22	\$ 8,000.00							Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
DKS Studio Inc	18136-016	STC Promenade/Plaza Landscape Design		08/07/23	\$ 1,000.00							Capital	Parks and Recreation	Public Park Amenities & Facilities	100% \$	1,000.00	100% \$	1,000.00	100%	99
Edifice North	23-019	STC Construction Management		07/01/23	\$ 9,000.00							Capital	Multiple	Other Eligible Costs	47% \$	4,206.72	47% \$	4,206.72	47%	99
Summit Services	42748	Stormwater Inspection		07/31/23	\$ 800.00							Capital	Multiple	Mob & Temporary Conditions	100% \$	800.00	100% \$	800.00	100%	99
Town of Superior	1132	Planning Review		07/31/23	\$ 9,354.59							Capital	Water	Domestic Water	47% \$	4,396.66	47% \$	4,396.66	47%	99
Town of Superior	2	Parks 1&2 Warranty Maintenance		07/01/23	\$ 10,834.00							Operation	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
Town of Superior	3	Parks 1&2 Warranty Maintenance		08/01/23	\$ 10,834.00							Operation	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
TOLL BROTHERS COSTS																				
Clean Cut Lawn Services	10199	Erosion Work/Sweeping		04/13/23	\$ 1,716.00		1672684	05/01/23				Capital	Multiple	Other Eligible Costs	62% \$	1,066.42	62% \$	1,066.42	62%	99
Clean Cut Lawn Services	10367	Erosion Work/Sweeping		05/15/23	\$ 858.00		1675860	05/26/23				Capital	Multiple	Other Eligible Costs	62% \$	533.21	62% \$	533.21	62%	99
CMS ENVIRO SOL	149149	Site Storm Water SWMP		04/01/23	\$ 395.00		1670281	04/07/23				Capital	Multiple	Other Eligible Costs	62% \$	245.48	62% \$	245.48	62%	99
CMS ENVIRO SOL	152077	Site Storm Water SWMP		06/01/23	\$ 395.00		1677840	06/16/23				Capital	Multiple	Other Eligible Costs	62% \$	245.48	62% \$	245.48	62%	99
CUSTOM FENCE & SUPPLY CO	291365	Mailboxes		06/13/23	\$ 40,683.75		1679513	06/30/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
DTI DESIGNS INC	66093	Townhome Product Design		04/21/23	\$ 4,698.05		631923	06/16/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
DTI DESIGNS INC	66094	Downtown UBE product Design		04/21/23	\$ 1,408.50		631923	06/16/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
DTI DESIGNS INC	66109	Townhome Product Design		05/11/23	\$ 3,193.25		631923	06/16/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
JAYHAWK GRADING	8416	STC Open Space Grading		05/25/23	\$ 11,165.00		1677200	06/09/23				Capital	Parks and Recreation	Reuse Water & Irrigation Piping	100% \$	11,165.00	100% \$	11,165.00	100%	99
JAYHAWK GRADING	8419	Tract & Sidewalk Grading		06/05/23	\$ 18,350.00		1678609	06/23/23				Capital	Street	Roadways, Paths, & Hardscape	100% \$	18,350.00	100% \$	18,350.00	100%	99
KIMLEY-HORN ASSOC/CO	23986220	Engineering Services		01/25/23	\$ 2,767.50	Toll Bros	1674134	05/12/23				Capital	Parks and Recreation	Public Park Amenities & Facilities	62% \$	1,719.88	62% \$	1,719.88	62%	99
KIMLEY-HORN ASSOC/CO	24504277	Engineering Services		03/31/23	\$ 922.50	Toll Bros	1674134	05/12/23				Capital	Parks and Recreation	Public Park Amenities & Facilities	62% \$	573.29	62% \$	573.29	62%	99
PKASE CONTRACTING INC	37612	Erosion Control		02/28/23	\$ 9,040.94		629618	05/05/23				Capital	Multiple	Other Eligible Costs	62% \$	5,618.55	62% \$	5,618.55	62%	99
PRECISE STUMPING LLC	9456	Signage/Stumping		06/06/23	\$ 2,250.00		1678650	06/23/23				Capital	Street	Roadways, Paths, & Hardscape	100% \$	2,250.00	100% \$	2,250.00	100%	99
ROSCEE ENGINEERING LLC	23016	Private Street Prep Observatory		02/01/23	\$ 435.00		1670300	04/07/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
SMKSS & BLOK	20965	Performance Pond - Public Improvements PH1		03/08/23	\$ 625.00		628110	04/07/23				Capital	Multiple	Mob & Temporary Conditions	100% \$	625.00	100% \$	625.00	100%	99
SOLOLOGIC INC	119469	Materials Testing - Town Center - L29-34 B22		03/20/23	\$ 2,125.00		1671394	04/14/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
SOLOLOGIC INC	119480	Materials Testing - Town Center - L25-28 B22		05/15/23	\$ 1,085.00		1675905	05/26/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
SOLOLOGIC INC	119481	Materials Testing - Town Center - L19-24 B22		05/15/23	\$ 2,085.00		1675905	05/26/23				Non District	Non District	Not Eligible	0% \$	-	0% \$	-	0%	99
TOWN OF SUPERIOR	22600	Master Plan Review		03/30/23	\$ 1,065.03		10630602	04/04/23				Capital	Multiple	Other Eligible Costs	62% \$	661.87	62% \$	661.87	62%	99
WESTWOOD - CVL	1230201172	Engineering Design Residential FDP, CD, and Plat		02/21/23	\$ 1,500.00	Toll Bros	1672064	04/21/23				Capital	Multiple	Other Eligible Costs	76% \$	1,139.01	76% \$	1,139.01	76%	99
WESTWOOD - CVL	1230201199	Superior Residential Construction Staking		02/22/23	\$ 1,795.00	Toll Bros	1672064	04/21/23				Capital	Multiple	Other Eligible Costs	71% \$	1,274.70	71% \$	1,274.70	71%	99
WESTWOOD - CVL	1230401779	Engineering Design Residential FDP, CD, and Plat		04/26/23	\$ 500.00	Toll Bros	1675129	05/19/23				Capital	Multiple	Other Eligible Costs	76% \$	379.67	76% \$	379.67	76%	99
WESTWOOD - CVL	1230401898	Superior Residential Construction Staking		04/26/23	\$ 11,063.75	Toll Bros	1675129	05/19/23				Capital	Multiple	Other Eligible Costs	71% \$	7,856.78	71% \$	7,856.78	71%	99
WESTWOOD - CVL	1230301887	Superior Residential Construction Staking		03/29/23	\$ 1,100.00	Toll Bros	1672064	04/21/23				Capital	Multiple	Other Eligible Costs	71% \$	781.15	71% \$	781.15	71%	99
WESTWOOD - CVL	1230500644	Superior Residential Construction Staking		05/18/23	\$ 3,228.51	Toll Bros	1677898	06/16/23				Capital	Multiple	Other Eligible Costs	71% \$	2,292.68	71% \$	2,292.68	71%	99
															\$ 213,604.07					
															\$		\$ 79,474.74		\$ 79,474.74	

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT  
District Funded Costs  
Table IX

Invoices										Percent District		Amount District	Percent Town		Amount Town	Total	District		District	Certification	
Vendor	Invoice Number	Description	Date	Amount Invoiced	Check No	Check Written	Check Cleared	Amount Paid	District Category	District Powers	Town Categories	Eligible	Eligible	Eligible	Eligible	Eligible	Eligible	Capital Costs	Operations Costs	Number	
Vargas Property Services	35861-35722	Contract Maintenance, Trash, Watering	03/09/23	\$ 82,209.33					Operation	Non District	Not Eligible	0%	\$ -		0%	\$ -	0%	\$ -	\$ 82,209.33		99
				\$ 82,209.33				\$ -				\$ -			\$ -						



**STC METROPOLITAN DISTRICT NO. 2  
ENGINEER'S REPORT and CERTIFICATION #100**

**PREPARED FOR:**

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

**PREPARED BY:**

Ranger Engineering, LLC  
2590 Cody Ct.  
Lakewood, CO 80215

**DATE PREPARED:**

September 20, 2023

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## ENGINEER'S REPORT

### Introduction

Ranger Engineering, LLC. ("Ranger") 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. It should be noted that personnel from Ranger were formerly part of Tamarack Consulting, LLC and Manhard Consulting, Ltd., both of which have been engaged by the District to certify costs related to the Public Improvements.

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 for Draw Package 100, including both soft and hard costs from approximately June 2023 to August 2023, are valued at **\$219,140.22** for the District, and **\$219,140.22** for the Town. Table I summarizes costs certified to date. Prior years have been condensed to only show yearly totals.

Table I – Cost Certified to Date				
Cert No.	Date	Total Costs Paid	Total District Eligible Costs	Total Town Eligible Costs
1 - 7	2015	\$11,891,225.34	\$8,043,823.58	\$8,043,823.58
8 - 19	2016	\$7,973,908.20	\$6,939,814.39	\$6,939,814.39
20 - 31	2017	\$16,024,418.66	\$13,113,137.79	\$12,773,498.56
32 - 41	2018	\$9,222,780.87	\$7,829,160.35	\$6,305,376.48
42 - 53	2019	\$14,735,747.78	\$10,839,557.32	\$8,014,667.02
54 - 67	2020	\$14,576,368.21	\$10,284,857.01	\$8,487,556.24
68-80	2021	\$28,099,348.12	\$25,263,168.16	\$22,947,318.16
81-91	2022	\$12,999,491.55	\$12,637,611.97	\$8,259,749.59

92	1-Jan-23	\$2,444,006.54	\$2,336,095.07	\$2,311,065.50
93	3-Mar-23	\$2,048,203.78	\$1,310,658.42	\$1,310,658.42
94	4-Apr-23	\$3,009,028.96	\$2,678,613.70	\$2,565,553.30
95	1-May-23	\$1,224,558.91	\$1,183,278.51	\$1,183,278.51
96	23-May-23	\$1,376,904.99	\$1,156,871.26	\$1,054,044.41
97	22-Jun-23	\$64,819.14	\$46,741.15	\$46,741.15
98	24-Jul-23	\$212,965.16	\$46,075.98	\$46,075.98
99	23-Aug-23	\$863,013.80	\$634,168.06	\$634,168.06
100	20-Sep-23	\$288,190.73	\$219,140.22	\$219,140.22

<b>TOTALS</b>		<b>\$127,054,980.74</b>	<b>\$104,562,772.93</b>	<b>\$91,142,529.57</b>
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Table II summarizes the cost breakdown of the construction, soft and indirect, district funded costs, and system development fees. Tables III, IV, V, and VI provide category breakdowns of construction, soft and indirect, district funded costs, and system development fees reviewed for this certification. Table VII provides a detailed breakdown of the eligible hard costs per the Service Plan categories and the SURA categories. Table VIII provides a detailed breakdown of the eligible soft costs per the Service Plan categories and the SURA categories. Table IX provides a detailed breakdown of district funded costs per the Service Plan categories and the SURA categories. Table X provides a detailed breakdown of system develop fee costs per the Service Plan categories and the SURA categories.

### **Public Improvements as Authorized by the Service Plan**

Ranger 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. Ranger 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**

Ranger 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**

Ranger was authorized to proceed with the Engineer's Certification in December 2015 (as Tamarack Consulting, LLC). The initial construction documentation was provided by the District January 11, 2016. Subsequent supporting documentation for Phase II construction improvements was delivered by the District through the current cost certification.

### **Phase II – Site Visit and Meetings**

Ranger 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 Ranger.

### **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. Ranger took into consideration the type of construction and the timeframe during which the construction occurred. Ranger 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**

Ranger 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.

### **Project Notes**

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*.

On Cost Certification #48, System Development fees were certified for the first time. Fees related to SDC – Planning Area 3 Residential were only District eligible, while fees related to SDC – Planning Area 1 and 2 Residential and Commercial, as well as SDC – Planning Area 3 Commercial were considered District and Town eligible.

Cost Certification #48 missed the inclusion of the last two System Development fees in the certification. The costs are shown in Table X, but are not included in the actual certified amounts. These last two costs are carried over to Cost Certification #49 where the values are included in the certified amounts.

On Cost Certification #49, the MOB Parking Structure (“MOBPS”) costs were certified as a District Funded Cost. The overall reconciled market value of the MOBPS was determined per a report prepared by National Valuation Consultants, Inc. (“NVC”). NVC determined that the MOB Parking Structure has a reconciled market value \$4,260,000 (assuming completion by January 11, 2018). A prorated amount of the MOBPS District value was determined per a memorandum provided by Walker Parking Consultants (“Walker”) based upon public versus private parking availability in the MOBPS. Ranger utilized the Declaration of Parking Structure Easement and Cost Sharing Agreement based upon the definitions of *MOB Spaces*, *Preferred Parking Period*, and *Public Spaces* to review a prorated value and determined that Walker’s percentage was reasonable. Utilizing the NVC market value and the Walker prorated percentage of 52%, a District value of \$2,215,200 was utilized in the Real Estate Sale Contract between the Developer and the District regarding the MOBPS. The full value of the Real Estate Sale Contract value was deemed eligible.

On Cost Certification #50, a subcategory of Civic Space was added as part of the Public Park Amenities and Facilities Town Eligible Categories. All costs under the Civic Space subcategory are rolled up into the overall Public Park Amenities and Facilities costs.

On Cost Certification #57, a credit of – (\$75,000) was issued against Spence Fane on soft costs. These costs were reimbursed through proceeds during bond closing and was adjusted to make sure cost reimbursements were not duplicated.

On Cost Certification #58, Construction Management (“CM”) fees were reviewed for the first time. The costs include multiple CM providers from the beginning of the project to present. Also, on this certification, a credit was applied against Vargas Property Services Inc. for costs that were certified on Cost Certification #57, but were also processed through the District.

On Cost Certification #52-#58, costs related to the interior courtyard as part of Block 25 Phase 2 had the eligibility removed until further review was completed to determine the extent of public costs. These costs were related to stairs, retaining walls, and electrical systems for lighting, and are subject to being included as eligible at a later time.

Beginning on Cost Certification #60, costs related to Toll Brothers development of Block 17 and Superlot 5 were reviewed and certified. Toll Brothers have a reimbursement agreement with the Developer for the buildout of this site. Certification #60 was the first submittal of costs related to the Toll Brothers development and included multiple months of costs to date. A site takeoff specific to this scope of work was performed, identifying a public eligibility of 62.15%.

Samora Invoice 731 certified costs were duplicated on Cost Certification #63. A correction was applied on Cost Certification #64.

Cost Certification #66 included Toll Brothers Q3 costs listed in hard costs and soft costs.

Cost Certification #68 included Toll Brothers Q3 and Q4 costs listed in hard costs and soft costs. Down To Earth Compliance Invoice 51584 was credited back after determination that all costs previously certified in Cost Certification #67 were related to private improvements.

Cost Certification #71 included Toll Brothers 2021 Q1 costs listed in hard costs and soft costs.

Cost Certification #72 included adjustments to eligibility related to the Hudick Excavating Inc. (“HEI”) Blocks 11 and 15 contract for private utility work. HEI provided a cost breakdown of the work related to install the private utilities in Block 11. The work was previously billed 100%, so a negative eligible amount was applied in the certification. Additionally, for the Goodland Construction Blocks 9 and 10 grading work, a reduced percent eligibility was not properly applied to the Town eligibility in previous certifications, and was adjusted in the current certification. HEI also provided a revised pay application for Blocks 11 and 15, so an updated certification was issued during this period.

Cost Certification #74 included Toll Brothers 2021 Q2 costs listed in hard costs and soft costs.

Cost Certification #76 was revised to review Town eligibility of public infrastructure costs located within metropolitan district tracts.

Cost Certification #77 included Toll Brothers 2021 Q3 costs listed in hard costs and soft costs.  
Cost Certification #80 included Toll Brothers 2021 Q4 costs listed in hard costs and soft costs.  
Cost Certification #92 included Toll Brothers 2022 Q1 costs listed in hard costs and soft costs.  
Cost Certification #93 included Toll Brothers 2022 Q2 costs listed in hard costs and soft costs.  
Cost Certification #94 included Toll Brothers 2022 Q3 costs listed in hard costs and soft costs.  
Cost Certification #95 included Toll Brothers 2022 Q4 costs listed in hard costs and soft costs.  
Cost Certification #96 included Toll Brothers 2023 Q1 costs listed in hard costs and soft costs.  
Cost Certification #99 included Toll Brothers 2023 Q2 costs listed in hard costs and soft costs.

## ENGINEER'S CERTIFICATION

Collin D Koranda, P.E. / Ranger Engineering, LLC (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 September 20, 2023 including soft and indirect, District funded, and hard costs, are valued at an estimated **\$219,140.22**. 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,

**Ranger Engineering, LLC**

A handwritten signature in blue ink, appearing to read "CDK", is written over a light blue horizontal line.

Collin D. Koranda, P. E.

## **APPENDIX A**

### **Documents Reviewed**

#### **Agreements**

- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District No 1, 2 and 3. Dated October 18, 2013.
- Development Agreement between the Town of Superior, CO, the Superior Metropolitan District No. 1, the Superior Urban Renewal Authority, and RC Superior LLC. Dated March 11, 2013.
- Public Finance Agreement between the Superior Urban Renewal Authority, the Superior McCaslin Interchange Metropolitan District, RC Superior LLC, and the Town of Superior, CO. Dated March 15, 2013.
- Cost Sharing and Reimbursement Agreement between Aweida Properties and STC Metropolitan District No. 2. Dated October 21, 2015.
- Declaration of Parking Structure Easement and Cost Sharing Agreement, by IISRE-Superior MOB, LLC. Dated March 28, 2017.
- Real Estate Sale Contract (MOB Parking Structure). Entered between RC Superior, LLC and STC Metropolitan District No. 2. August 2018.
- Purchase and Sale Agreement between RC Superior LLC and Toll Southwest LLC dated January 9, 2018.
- Facilities Acquisition and Reimbursement Agreement between STC Metropolitan District No. 2, CP VII Superior, LLC, and RC Superior, LLC. December 31, 2020.

#### **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 Development Plan 9 and 10 Superior Town Center. Prepared by Civil Resources LLC. Dated June 25, 2019.
- 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

- Goodland Construction STC Blocks 9 & 10 Infrastructure – Invoice 91223 – 9/12/23.
- Goodland Construction STC Plaza & Promenade – Pay App 16 – 8/21/23.
- Goodland Construction STC Central Park STC Overlot Package – Pay App 4 Ret – 9/12/23.
- Down to Earth Compliance – Invoice 57329 – 9/7/23.

For soft and indirect costs, district funded costs, and System Development Fees reviewed, refer to Tables VIII, IX, and X.

#### Service Plan and Reports

- Superior Town Center Metropolitan District No. 2. Prepared by McGeady Sisneros, P.C. and dated May 13, 2013.
- Cost Sharing Agreement between Superior Urban Renewal Authority, RC Superior, LLC, and STC Metropolitan District Nos. 1, 2, and 3. Date October 22, 2013.
- Development Agreement between Town of Superior, CO, Superior Metropolitan District No. 1, Superior Urban Renewal Authority, and RC Superior, LLC. Date March 11, 2013.
- Public Finance Agreement between Superior Urban Renewal Authority, Superior McCaslin Interchange Metropolitan District, RC Superior, LLC and Town of Superior, CO. Dated March 15, 2013.
- Memorandum Superior Town Center – Block 12 Garage Allocations. Prepared by Walker Parking Consultants. Revised Date November 18, 2016.
- Appraisal Report of a Parking Structure. Prepared by National Valuation Consultants, Inc. Effective Date of Appraisal January 11, 2018.

**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	\$	238,522.94	\$	194,796.55	\$	194,796.55	\$	194,796.55
Soft and Indirect Costs	\$	49,667.79	\$	24,343.68	\$	24,343.68	\$	24,343.68
District Funded Costs	\$	-	\$	-	\$	-	\$	-
System Development Costs	\$	-	\$	-	\$	-	\$	-
<b>Totals</b>	\$	<b>288,190.73</b>	\$	<b>219,140.22</b>	\$	<b>219,140.22</b>	\$	<b>219,140.22</b>

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Construction Costs Summary By Category**  
**Table III**

Category	Total Eligible Hard Costs		Category
	Total Town Eligible Costs		
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	9,178.25	4.7%
Offsite Roadways	\$	-	0.0%
Walls and Structures	\$	-	0.0%
Storm Sewer	\$	7,657.00	3.9%
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	\$	10,137.55	5.2%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancements	\$	-	0.0%
Public Park Amenities & Facilities	\$	167,823.75	86.2%
Civic Space (Part of PPA&F)	\$	-	
	\$	<b>194,796.55</b>	<b>13.8%</b>

Total District Eligible Costs			
Street	\$	9,682.12	5.0%
Water	\$	-	0.0%
Sanitation	\$	8,077.36	4.1%
Fire Protection	\$	-	0.0%
Parks and Recreation	\$	177,037.06	90.9%
Non District	\$	-	
Multiple			
	\$	<b>194,796.55</b>	<b>100.0%</b>

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Soft Costs Summary By Category**  
**Table IV**

<b>Category</b>	<b>Total Eligible Soft Costs</b>		<b>Category</b>
	<b>Total Town Eligible Costs</b>		
Earthwork	\$	-	0.0%
Roadways, Paths, & Hardscape	\$	1,836.60	7.5%
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	\$	3,118.50	12.8%
Mob & Temporary Conditions	\$	200.00	0.8%
SDC - Planning Area 1 and 2	\$	-	0.0%
SDC - Planning Area 3	\$	-	0.0%
Parking & Architectural Enhancements	\$	-	0.0%
Public Park Amenities & Facilities		\$3,082.53	12.7%
Civic Space (Part of PPA&F)	\$	-	
Other Eligible Costs	\$	16,106.05	66.2%
	<b>\$</b>	<b>24,343.68</b>	<b>100.0%</b>

<b>Total District Eligible Costs</b>			
Organization	\$	-	0.0%
Capital	\$	24,343.68	100.0%
Street	\$	5,562.53	22.9%
Water	\$	-	0.0%
Sanitation	\$	-	0.0%
Fire Protection	\$	-	0.0%
Parks and Recreation	\$	18,781.14	77.1%
	<b>\$</b>	<b>24,343.68</b>	<b>100.0%</b>

SUPERIOR TOWN CENTER METROPOLITAN DISTRICT  
 Construction Costs  
 Table VII

Work Description	Contract Values				Invited Values				District Eligibility										Inv. No.								
	Quantity	Unit	Unit Price	Amount	Amount Invited	Retainage Held	Amount Less Retainage	Percent Invited	District Type	District Powers	Town Category	Percent District Eligible	Amount District Eligible	Percent Town Eligible	Amount Town Eligible	Total Percent Eligible	Total Eligible	Non-District	Certification Number	Invoice Number	Invoice Date	Est Cost					
<b>Goodland Construction - STC Blocks 9 &amp; 10 Infrastructure</b>																											
PERMITS	1	LS	\$	3,500.00	\$	3,500.00	\$	-	-	-	0%	Capital	Multiple	Earthwork	84%	\$	-	84%	\$	-	84%	\$	-	Inv 91123	9/12/2023		
GRADING	1	LS	\$	114,805.00	\$	114,805.00	\$	-	-	-	0%	Capital	Multiple	Earthwork	42%	\$	-	42%	\$	-	42%	\$	-				
TREATED SUBGRADE	1	LS	\$	40,260.00	\$	40,260.00	\$	-	-	-	0%	Capital	Multiple	Earthwork	100%	\$	-	100%	\$	-	100%	\$	-				
TREATED SUBGRADE - PRIVATE	1	LS	\$	55,220.00	\$	55,220.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
CURB AND GUTTER	1	LS	\$	772,650.00	\$	772,650.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE CROSS PANS	1	LS	\$	6,820.00	\$	6,820.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE SIDEWALKS	1	LS	\$	89,200.00	\$	89,200.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE ALLEYS AND PARKING STALLS	1	LS	\$	244,638.00	\$	244,638.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE PARKING STALLS - PRIVATE	1	LS	\$	51,605.00	\$	51,605.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
ASPHALT PAVEMENT	1	LS	\$	68,250.00	\$	68,250.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CURB UNDERDRAINS	1	LS	\$	52,395.00	\$	52,395.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
STORM DRAINAGE SYSTEM - PUBLIC	1	LS	\$	87,650.00	\$	87,650.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
STORM DRAINAGE SYSTEM - PRIVATE	1	LS	\$	16,265.00	\$	16,265.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
DOMESTIC WATER SYSTEM DOMESTIC AND FIRE	1	LS	\$	244,310.00	\$	244,310.00	\$	-	-	-	0%	Capital	Sanitation	Storm Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
CONNECTIONS TO FUTURE BUILDING	1	LS	\$	51,145.00	\$	51,145.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
DOMESTIC WATER METER PITS	46 EA		\$	1,681.00	\$	169,126.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
REUSE WATER METER PITS	1	EA	\$	3,800.00	\$	3,800.00	\$	-	-	-	0%	Capital	Water	Reuse Water & Irrigation Piping	100%	\$	-	100%	\$	-	100%	\$	-				
UTILITY SLEEVES	1	LS	\$	106,750.00	\$	106,750.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
SANITARY SEWER SYSTEM WITH UNDERDRAIN	1	LS	\$	488,105.00	\$	488,105.00	\$	-	-	-	0%	Capital	Sanitation	Sanitary Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
LANDSCAPING - RIGHT OF WAY	1	LS	\$	68,550.00	\$	68,550.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
LANDSCAPING - METRO DISTRICT	1	LS	\$	97,920.00	\$	97,920.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
IRRIGATION SYSTEM - RIGHT OF WAY	1	LS	\$	96,560.00	\$	96,560.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
IRRIGATION SYSTEM - METRO DISTRICT	1	LS	\$	103,480.00	\$	103,480.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
ELECTRICAL SYSTEM AND LIGHTING	1	LS	\$	213,050.00	\$	213,050.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
STREET SIGNS	1	LS	\$	6,125.00	\$	6,125.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
SIDEWALK DRAIN PIPES IN EXISTING WORK	27	LS	\$	1,000.00	\$	13,000.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
SIDEWALK DRAIN PIPES IN NEW WORK	13	LS	\$	1,000.00	\$	27,000.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
HANDRAILS IN BLOCK 9	1	LS	\$	14,595.00	\$	14,595.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
DRY UTILITY COORDINATION	1	LS	\$	1,500.00	\$	1,500.00	\$	-	-	-	0%	Capital	Street	Walls and Structures	100%	\$	-	100%	\$	-	100%	\$	-				
RECORD DRAWINGS	1	LS	\$	5,000.00	\$	5,000.00	\$	-	-	-	0%	Capital	Water	Reuse Water & Irrigation Piping	100%	\$	-	100%	\$	-	100%	\$	-				
CO Dated 12/20/21	1	LS	\$	176,373.63	\$	176,373.63	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	0%	\$	-	0%	\$	-	0%	\$	-				
COR2 - Fair Clean Up, Sewer P/L Survey	1	LS	\$	84,289.37	\$	84,289.37	\$	-	-	-	0%	Capital	Sanitation	Storm Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
CO - Mailboxes Blocks 9-10-11	1	LS	\$	24,790.00	\$	24,790.00	\$	-	-	-	0%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
CO - Additional meter housing 2 meters/Engineering	1	LS	\$	43,726.39	\$	43,726.39	\$	43,726.39	-	-	100%	Non District	Non District	Not Eligible	0%	\$	-	0%	\$	-	0%	\$	-				
					\$	2,957,513.39	\$	43,726.39	\$	-	43,726.39		\$	-	\$	-	\$	-	\$	43,726.39		\$	43,726.39		Amount Less Retainage	\$	43,726.39
																							Check # or PLW	\$	43,726.39		
																							Amount	\$	43,726.39		
																							Date	9/12/2023			
<b>Goodland Construction - STC Plaza &amp; Promenade</b>																											
Mobilization 5% Max	1	LS	\$	200,000.00	\$	200,000.00	\$	-	-	-	0%	Capital	Multiple	Mob & Temporary Conditions	100%	\$	-	100%	\$	-	100%	\$	-	Inv 8/21/2023	18		
PERMITS	1	LS	\$	112,000.00	\$	112,000.00	\$	-	-	-	0%	Capital	Multiple	Mob & Temporary Conditions	100%	\$	-	100%	\$	-	100%	\$	-				
GRADING	1	LS	\$	112,000.00	\$	112,000.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
TREATED SUBGRADE	1	LS	\$	84,400.00	\$	84,400.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE SIDEWALKS	1	LS	\$	343,275.00	\$	343,275.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE SEATWALLS	1	LS	\$	392,300.00	\$	392,300.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE STAIRS	1	LS	\$	80,205.00	\$	80,205.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE PLANTER BOXES	1	LS	\$	113,448.00	\$	113,448.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
CONCRETE VALVE FOR FOUNTAIN EOP	1	LS	\$	116,055.00	\$	116,055.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
CLAY BRICK PAVERS	1	LS	\$	160,570.00	\$	160,570.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
STONE PAVERS	1	LS	\$	41,250.00	\$	41,250.00	\$	-	-	-	0%	Capital	Street	Roadways, Paths, & Hardscape	100%	\$	-	100%	\$	-	100%	\$	-				
GRANITE PAVEMENT WATER FEATURE	1	LS	\$	103,115.00	\$	103,115.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
POURED IN PLACE RUBBERIZED SURFACE	1	LS	\$	54,130.00	\$	54,130.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
SYNTHETIC TURF	1	LS	\$	188,485.00	\$	188,485.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
DOMESTIC WATER SYSTEM	1	LS	\$	65,688.00	\$	65,688.00	\$	-	-	-	0%	Capital	Water	Domestic Water	100%	\$	-	100%	\$	-	100%	\$	-				
STORM DRAINAGE SYSTEM	1	LS	\$	351,315.00	\$	351,315.00	\$	-	-	-	0%	Capital	Sanitation	Storm Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
SANITARY SEWER SYSTEM	1	LS	\$	60,000.00	\$	60,000.00	\$	-	-	-	0%	Capital	Sanitation	Sanitary Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
UNDERDRAIN SYSTEM	1	LS	\$	108,998.00	\$	108,998.00	\$	-	-	-	0%	Capital	Sanitation	Sanitary Sewer	100%	\$	-	100%	\$	-	100%	\$	-				
LANDSCAPING	1	LS	\$	393,500.00	\$	393,500.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
IRRIGATION SYSTEM	1	LS	\$	115,250.00	\$	115,250.00	\$	-	-	-	0%	Capital	Water	Reuse Water & Irrigation Piping	100%	\$	-	100%	\$	-	100%	\$	-				
SITE FURNISHINGS	1	LS	\$	204,201.00	\$	204,201.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
PLAY EQUIPMENT	1	LS	\$	167,305.00	\$	167,305.00	\$	-	-	-	0%	Capital	Parks and Recreation	Public Park Amenities & Facilities	100%	\$	-	100%	\$	-	100%	\$	-				
CANARY CLOTHES - QTY 6	1	LS	\$	29,415.00	\$	294,150.00	\$	-	-	-	0%	Capital															

**SUPERIOR TOWN CENTER METROPOLITAN DISTRICT**  
**Soft and Indirect Costs**  
**Table VIII**

Invoices									Percent District	Amount District	Percent Town	Amount Town	Total	Certification
Vendor	Invoice Number	Description	Date	Amount Invoiced	District Category	District Powers	Town Categories		Eligible	Eligible	Eligible	Eligible	Eligible	Number
Cesare, Inc	22.3018.12	Superior Town Center Block 26 and 27	08/31/23	\$ 1,836.60	Capital	Street	Roadways, Paths, & Hardscape		100%	\$ 1,836.60	100%	\$ 1,836.60	100%	100
Civil Resources, LLC	238.001.01.115	Superior Town Center - Infrastructure	08/30/23	\$ 11,899.33	Capital	Multiple	Other Eligible Costs		100%	\$ 11,899.33	100%	\$ 11,899.33	100%	100
DIG Studio Inc.	18116-017	STC Promenade/Plaza Landscape Design	09/06/23	\$ 3,082.53	Capital	Parks and Recreation	Public Park Amenities & Facilities		100%	\$ 3,082.53	100%	\$ 3,082.53	100%	100
Edifice North	23-021	STC Construction Management	08/01/23	\$ 9,000.00	Capital	Multiple	Other Eligible Costs		47%	\$ 4,206.72	47%	\$ 4,206.72	47%	100
Edifice North	Exp Reimb	Reimbursables - Insurance	08/01/23	\$ 9,696.83	Operation	Non District	Not Eligible		0%	\$ -	0%	\$ -	0%	100
Moore Iacofano Goltsman, Inc.	82657	STC Central Park	09/07/23	\$ 3,118.50	Capital	Parks and Recreation	Park Site Development		100%	\$ 3,118.50	100%	\$ 3,118.50	100%	100
Summit Services	42970	Stormwater Insepection	08/31/23	\$ 200.00	Capital	Multiple	Mob & Temporary Conditions		100%	\$ 200.00	100%	\$ 200.00	100%	100
Town of Superior	4	Parks 1&2 Warranty Maintenance	08/01/23	\$ 10,834.00	Operation	Non District	Not Eligible		0%	\$ -	0%	\$ -	0%	100
				\$ 49,667.79					\$ 24,343.68	\$ 24,343.68				