

STC METROPOLITAN DISTRICT NO. 1

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

NOTICE OF REGULAR MEETING AND AGENDA

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

DATE: November 6, 2019
TIME: 9:00 A.M.
PLACE: McGeady Becher P.C.
450 E. 17th Ave., Suite 400
Denver, CO 80203

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest.

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

- C. Review and approve Minutes of the September 10, 2019 Special Meeting (enclosure).

- D. Consider regular meeting dates for 2020. Review and consider approval of Resolution No. 2019-11-01; Resolution Establishing 2020 Regular Meeting Dates, Times and Location, and on Designating Locations for Posting of 24-Hour Notices (enclosure).

- E. Discuss §32-1-809, C.R.S., reporting requirements and mode of eligible elector notification for 2020.

II. FINANCIAL MATTERS

- A. Review and accept unaudited financial statements through the period ending September 30, 2019 (to be distributed).

- B. Ratify acceptance of 2018 Audited Financial Statements.

- C. Consider engagement of Dazzio & Associates, PC to perform the 2019 Audit in an amount not to exceed \$4,000.00 (enclosures).

- D. Discuss status of STC Metropolitan District No. 2 bond issuance.

- E. Conduct Public Hearing to consider Amendment to 2019 Budget and consider adoption of Resolution to Amend the 2019 Budget and Appropriate Expenditures, if necessary.

- F. Conduct Public Hearing on the proposed 2020 Budget and consider adoption of Resolution to Adopt the 2020 Budget and Appropriate Sums of Money and Resolution to Set Mill Levies for General Fund _____, Debt Service Fund _____, and Other Fund(s) _____ for a total mill levy of _____ (enclosures – Preliminary Assessed Valuation, draft 2020 Budget, and Resolutions).

- G. Consider Resolution Authorizing Adjustment of the District Mill Levy in accordance with the Colorado Constitution, Article X, Section 3 (to be distributed).

- H. Consider authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

- I. Consider appointment of District Accountant to prepare 2021 Budget.

III. LEGAL MATTERS

- A. Consider adoption of Resolution No. 2019-11-__ ; Resolution Calling a Regular Election for Directors on May 5, 2020, appointing the Designated Election Official (“DEO”), and authorizing the DEO to perform all tasks required for the conduct of mail ballot election (enclosure). Self-Nomination forms are due by February 28, 2020. Discuss the need for ballot issues and/or questions.

- B. Ratify approval of a Stormwater Memorandum of Agreement between the District and SAMORA Construction regarding Downtown Superior Block 14 (enclosure).
-

- C. Ratify approval of a Stormwater Memorandum of Agreement between the District and Remington Homes regarding Downtown Superior Block 25 (enclosure).
-

IV. OTHER BUSINESS MATTERS

- A. Status of update to boundary map for the District.
-

- V. ADJOURNMENT **THERE ARE NO MORE REGULAR MEETINGS SCHEDULED FOR 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE STC METROPOLITAN DISTRICT NO. 1 HELD SEPTEMBER 10, 2019

A Special Meeting of the Board of Directors (referred to hereafter as the "Board") of the STC Metropolitan District No. 1 (referred to hereafter as the "District") was convened on Tuesday, the 10th day of September, 2019, at 9:00 A.M., at the offices of McGeady Becher P.C., 450 E. 17th Ave., Suite 400, Denver, Colorado. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

James A. Brzostowicz
Angie Hulsebus
Terry Willis

Also In Attendance Were:

Lisa A. Johnson and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

Kate Olson, Esq.; McGeady Becher P.C.

Diane Wheeler; Simmons & Wheeler, P.C.

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

Dave Andrews; Edifice North, LLC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

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

ADMINISTRATIVE MATTERS

Agenda: Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's Special Meeting.

RECORD OF PROCEEDINGS

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

Confirm Location of Meeting, Posting of Meeting Notices and Quorum: Ms. Johnson confirmed the presence of a quorum. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District's Board meeting.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries, or within the County which the District is located, or within 20 miles of its boundaries to conduct this meeting, the meeting would be conducted at the above-stated location. The Board further noted that the notice of the time, date and location of the meeting was duly posted and that no objections to the location or any requests that the meeting place be changed were received from taxpaying electors within the District's boundaries.

Minutes: The Board reviewed the Minutes of the June 5, 2019 regular meeting.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board approved the minutes of the June 5, 2019 regular meeting.

Legislation Concerning Posting of Meeting Notices: The Board discussed the new legislation concerning posting of meeting notices.

Resolution No. 2019-09-01; Establishing District Website and Designating Location for 24-Hour Notices: The Board discussed Resolution No. 2019-09-01; Establishing District Website and Designating Location for 24-Hour Notices.

Following discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-09-01; Establishing District Website and Designating Location for 24-Hour Notices.

First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating 72-Hour and 24-Hour Notices: The Board discussed the First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating 72-Hour and 24-Hour Notices.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Hulsebus, seconded by Director Brzostowicz and, upon vote, unanimously carried, the Board approved the First Amendment to Resolution No. 2018-11-01; Establishing Regular Meeting Dates, Time and Location, and Designating 72-Hour and 24-Hour Notices.

Acknowledgement of withdrawal from Appointment to the Board of Directors:
The Board acknowledged Lee Merritt's decision to withdraw from his appointment to the Board of Directors.

FINANCIAL MATTERS

Unaudited Financial Statements: Ms. Wheeler presented to the Board the unaudited financial statements for the period ending July 31, 2019.

Following review and discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending July 31, 2019.

2018 Audit: Ms. Wheeler presented an update to the Board on the status of the 2018 Audited Financial Statements, which is still in progress.

2019 Preliminary Assessed Valuation: The Board reviewed the 2019 Preliminary Assessed Valuation received from Boulder County.

LEGAL MATTERS

Public Hearing on the Inclusion of Land (1.469 Acres) Owned by RC Superior, LLC: President Brzostowicz opened the public hearing.

It was noted that publication of Notice stating that the Board would consider the inclusion of the property 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 discussion, upon motion duly made by Director Brzostowicz, seconded by Director Hulsebus and, upon vote, unanimously carried, the Board approved the inclusion of the property as described in the Petition submitted by R.C. Superior, LLC. A copy of Resolution No. 2019-09-02 for Inclusion of Real Property is attached hereto and incorporated herein by this reference.

Public Hearing on the Inclusion of Land (34.112 Acres) Owned by RC Superior, LLC: President Brzostowicz opened the public hearing.

RECORD OF PROCEEDINGS

It was noted that publication of Notice stating that the Board would consider the inclusion of the property 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 discussion, upon motion duly made by Director Brzostowicz, seconded by Director Willis and, upon vote, unanimously carried, the Board approved the inclusion of the property as described in the Petition submitted by RC Superior, LLC. A copy of Resolution No. 2019-09-03 for Inclusion of Real Property is attached hereto and incorporated herein by this reference.

OTHER MATTERS

Boundary Map Update: Director Brzostowicz noted that the boundary map update is in process.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RESOLUTION NO. 2019-09-01

RESOLUTION OF THE BOARD OF DIRECTORS OF
STC METROPOLITAN DISTRICT NO. 1
ESTABLISHING DISTRICT WEBSITE AND DESIGNATING LOCATION FOR
POSTING OF 24-HOUR NOTICES

A. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("Notice of Meeting") will be physically posted at least 24 hours prior to each meeting ("Designated Public Place").

B. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., effective as of August 2, 2019, special districts are relieved of the requirement to physically post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("District Website") at least 24 hours prior to each regular and special meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

D. Effective as of August 2, 2019, Section 32-1-903(2), C.R.S. has been amended to remove the requirement for additional postings at three public places within the boundaries of the special district and the office of the county clerk and recorder and the requirement for 72-hour notices for special meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of STC Metropolitan District No. 1 (the "District"), County of Boulder, Colorado:

1. That the Board of Directors (the "District Board") authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

2. That the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S., effective August 2, 2019.

3. That if the District is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(III), C.R.S., at the following Designated Public Place:

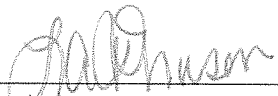
(a) Posting location:
On the fence in the Northwest Corner of the 5' x 5' District Parcel.

RESOLUTION APPROVED, ADOPTED, AND EFFECTIVE on September 10, 2019.

STC METROPOLITAN DISTRICT NO. 1

By:  _____
President

Attest:

 _____
Secretary

RESOLUTION NO. 2019-11-01

RESOLUTION OF THE BOARD OF DIRECTORS OF
STC METROPOLITAN DISTRICT NO. 1
ESTABLISHING REGULAR MEETING DATES, TIME, AND LOCATION,
ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR POSTING OF 24-HOUR NOTICES

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

B. Pursuant to Section 24-6-402(2)(c)(I), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the public place at which notice of the date, time and location of regular and special meetings ("**Notice of Meeting**") will be physically posted at least 24 hours prior to each meeting ("**Designated Public Place**"). A special district is deemed to have given full and timely notice of a regular or special meeting if it posts its Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

C. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., special districts are relieved of the requirement to post the Notice of Meeting at the Designated Public Place, and are deemed to have given full and timely notice of a public meeting, if a special district posts the Notice of Meeting online at a public website of the special district ("**District Website**") at least 24 hours prior to each regular and special meeting

D. Pursuant to Section 24-6-402(2)(c)(III), C.R.S., if a special district is unable to post a Notice of Meeting on the District Website at least 24 hours prior to the meeting due to exigent or emergency circumstances, then it must physically post the Notice of Meeting at the Designated Public Place at least 24 hours prior to the meeting.

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of STC Metropolitan District No. 1 (the "**District**"), Boulder County, Colorado:

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

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

3. That regular meetings of the District Board for the year 2020 shall be held on _____ at _____, at the offices of McGeady Becher P.C., 450 E. 17th Avenue, Suite 400, Denver, Colorado.

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

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

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

7. That the District Board authorizes establishment of a District Website, if such District Website does not already exist, in order to provide full and timely notice of regular and special meetings of the District Board online pursuant to the provisions of Section 24-6-402(2)(c)(III), C.R.S.

8. That, if the District has established a District Website, the Notice of Meeting of the District Board shall be posted on the District Website at least 24 hours prior to each regular and special meeting pursuant to Section 24-6-402(2)(c)(III), C.R.S. and Section 32-1-903(2), C.R.S.

9. That, if the District has not yet established a District Website or is unable to post the Notice of Meeting on the District Website at least 24 hours prior to each meeting due to exigent or emergency circumstances, the Notice of Meeting shall be posted within the boundaries of the District at least 24 hours prior to each meeting, pursuant to Section 24-6-402(2)(c)(I) and (III), C.R.S., at the following Designated Public Place:

(a) on the fence in the northwest corner of the 5’ x 5’ District parcel (said parcel located 91 feet north of the fence corner)

10. SDMS, Inc. is hereby appointed to post the above-referenced notices.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION ESTABLISHING REGULAR MEETING
DATES, TIME, AND LOCATION, ESTABLISHING DISTRICT WEBSITE AND
DESIGNATING LOCATION FOR 24-HOUR NOTICES]**

RESOLUTION APPROVED AND ADOPTED on November 6, 2019.

STC METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary



Dazzio & Associates, PC

Certified Public Accountants

October 24, 2019

To the Board of Directors and Management
STC Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd, Suite 150
Lakewood, Colorado 80228

We are pleased to confirm our understanding of the services we are to provide STC Metropolitan District No. 1 (the District) for the year ended December 31, 2019. We will audit the financial statements of the governmental activities, and each major fund including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended December 31, 2019.

We have also been engaged to report on supplementary information that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balance –Budget and Actual – Debt Service Fund

Audit Objective

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. Our report will be addressed to the Board of Directors of the District. We cannot provide assurance that unmodified opinions will be expressed.

8200 South Quebec Street, Suite A3259, Centennial, Colorado 80112

303-905-0809 • info@dazziocpa.com

• Member American Institute of Certified Public Accountants • Member Colorado Society of Certified Public Accountants •

Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with

governance internal control related matters that are required to be communicated under AICPA professional standards.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Other Services

We will also prepare the financial statements of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

Stephen Dazio is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses will not exceed \$4,000. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Dazio & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of STC Metropolitan District No. 1.

Management signature: _____

Title: _____

Date: _____

Board signature: _____

Title: _____

Date: _____

STC METROPOLITAN DISTRICT NO. 1

McGeady Becher, P.C.
450 E 17th Avenue, Suite 400
Denver, CO 80203-1254

Our auditors, Dazzio & Associates, PC, 8200 S. Quebec St., Suite A3259, Centennial, Colorado, 80112,, are conducting an audit of our financial statements at December 31, 2019 and for the year then ended. This letter will serve as our consent for you to furnish to our auditors all the information requested herein. Accordingly, please provide to them the information requested below involving matters with respect to which you have been engaged and to which you have devoted substantive attention on behalf of STC Metropolitan District No. 1 in the form of legal consultation or representation.

Pending or Threatened Litigation, Claims, and Assessments (excluding unasserted claims and assessments)

Please prepare a description of all material pending or threatened litigation, claims, and assessments (excluding unasserted claims and assessments). Materiality for purposes of this letter includes items involving amounts exceeding \$3,000 individually or in the aggregate. The description of each matter should include:

- 1) the nature of the litigation;
- 2) the progress of the matter to date;
- 3) how management of the District is responding or intends to respond to the litigation; e.g., to contest the case vigorously or to seek an out-of-court settlement; and
- 4) an evaluation of the likelihood of an unfavorable outcome and an estimate, if one can be made, of the amount or range of potential loss.

Also, please identify any pending or threatened litigation, claims, and assessments with respect to which you have been engaged but as to which you have not devoted substantive attention.

Unasserted Claims and Assessments

We have represented to our auditors that there are no unasserted possible claims or assessments that you have advised us are probable of assertion and must be disclosed in accordance with *FASB Accounting Standards Codification 450, Contingencies*.

We understand that, whenever, in the course of performing legal services for us with respect to a matter recognized to involve an unasserted possible claim or assessment that may call for financial statement disclosure, if you have formed a professional conclusion that we should disclose or consider disclosure concerning such possible claim or assessment, as a matter of professional responsibility to us, you will so advise us and will consult with us concerning the question of such disclosure and the applicable requirements of *FASB Accounting Standards Codification 450, Contingencies* (excerpts of which can be found in the *ABA's Auditor's Letter Handbook*). Please specifically confirm to our auditors that our understanding is correct.

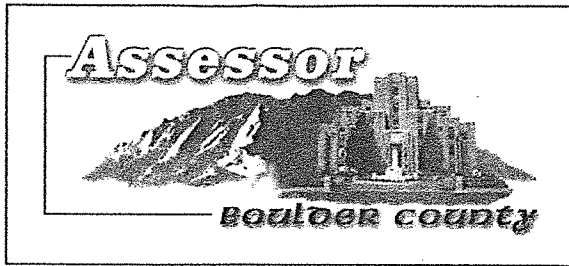
Response

Your response should include matters that existed as of December 31, 2019, and during the period from that date to the effective date of your response. Please specify the date of your response if it is other than the date of reply.

Please specifically identify the nature of, and reasons for, any limitations on your response.

Very truly yours,

STC Metropolitan District No. 1



Cynthia Braddock

PO Box 471, 13th and Pearl
Boulder, Colorado 80306-0471

Phone: (303) 441-3530

FAX: (303) 441-4996

www.BoulderCountyAssessor.org



IAAO

INTERNATIONAL ASSOCIATION
of ASSESSING OFFICERS
Valuing the World

August 23, 2019

Superior Town Center Metro District #1
Special District Management Services
141 Union Blvd Ste #150
Lakewood, CO 80228-1898

This is to certify that, as of August 23, 2019, per C.R.S. 39-5-128(1) the assessed value of the

Superior Town Center Metro District #1

For the purpose of taxation for the year 2019 is:

587,130

Per C.R.S. 39-5-128(3), this figure represents the value remaining after the following Urban Renewal Area/Downtown Authority tax increments have been deducted from the total valuation for your district:

	BASE	INCREMENT
Superior Town Center Urban Renewal Plan	9,450	5,576,956

This valuation is subject to change by the County Board of Equalization (C.R.S. 39-8-107(2)), the State Board of Assessment Appeals (C.R.S. 39-2-125), the State Board of Equalization (C.R.S. 39-9-103), and the correction of errors by the Assessor or Treasurer (C.R.S. 39-5-125.2). Due to the increase in values we have been seeing over the past few reappraisal cycles, the number of abatements filed by property owners and agents is increasing. Please pay close attention to the amount of taxes listed *on line 11* on the top portion of the Certification letter.

Boulder County will begin the next level of appeals in September. Any value changes from the County Board of Equalization will be reflected in the Final Certification Letters sent in November. Please be sure to use Final Certification value when determining your 2019 mill levy. Values listed in the enclosed Certification letter are **preliminary values and should not be used to determine your budget and/or mill levy for next year.**

If you have any questions about the value or other information on this letter, need to update your district contact information, please contact Erin Gray at egray@bouldercounty.org.

Sincerely,

**CERTIFICATION OF VALUATION BY
BOULDER COUNTY ASSESSOR**

New Tax Entity YES NO

Date: August 23, 2019

NAME OF TAX ENTITY: STC METROPOLITAN DISTRICT 1

USE FOR STATUTORY PROPERTY TAX REVENUE LIMIT CALCULATIONS (5.5% LIMIT) ONLY

IN ACCORDANCE WITH 39-5-121(2)(a) and 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES THE TOTAL VALUATION FOR ASSESSMENT FOR THE TAXABLE YEAR :

1. PREVIOUS YEAR'S NET TOTAL ASSESSED VALUATION:	1. \$	<u>\$177,429</u>
2. CURRENT YEAR'S GROSS TOTAL ASSESSED VALUATION: ‡	2. \$	<u>\$6,164,086</u>
3. <u>LESS</u> TOTAL TIF AREA INCREMENTS, IF ANY:	3. \$	<u>\$5,576,956</u>
4. CURRENT YEAR'S NET TOTAL TAXABLE ASSESSED VALUATION:	4. \$	<u>\$587,130</u>
5. NEW CONSTRUCTION: *	5. \$	<u>\$1,808,320</u>
6. INCREASED PRODUCTION OF PRODUCING MINE: ≈	6. \$	<u>\$0</u>
7. ANNEXATIONS/INCLUSIONS:	7. \$	<u>\$0</u>
8. PREVIOUSLY EXEMPT FEDERAL PROPERTY: ≈	8. \$	<u>\$0</u>
9. NEW PRIMARY OIL AND GAS PRODUCTION FROM ANY PRODUCING OIL AND GAS LEASEHOLD OR LAND (29-1-301(1)(b), C.R.S.) ☐:	9. \$	<u>\$0</u>
10. TAXES RECEIVED LAST YEAR ON OMITTED PROPERTY AS OF AUG. 1 (29-1-301(1)(a), C.R.S.). Includes all revenue collected on valuation not previously certified:	10. \$	<u>\$0</u>
11. TAXES ABATED AND REFUNDED AS OF AUG. 1 (29-1-301(1)(a),C.R.S.) and (39-10-114(1)(a)(I)(B), C.R.S.):	11. \$	<u>\$0</u>

‡ This value reflects personal property exemption IF enacted by the jurisdiction as authorized by Art. X, Sec. 20(8)(b), Colo. Constitution
 * New Construction is defined as: Taxable real property structures and personal property connected with the structure.
 ≈ Jurisdiction must submit to the Division of Local Government respective Certifications of Impact in order for the values to be treated as growth in the limit calculation; use forms DLG52 & 52A.
 ☐ Jurisdiction must apply to the Division of Local Government before the value can be treated as growth in the limit calculation; use Form (DLG 52B).

USE FOR TABOR "LOCAL GROWTH" CALCULATION ONLY

IN ACCORDANCE WITH ART. X, SEC.20, COLO.CONSTITUTION AND 39-5-121(2)(b), C.R.S., THE ASSESSOR CERTIFIES THE TOTAL ACTUAL VALUATION FOR THE TAXABLE YEAR :

1. CURRENT YEAR'S TOTAL ACTUAL VALUE OF ALL REAL PROPERTY: ¶	1. \$	<u>\$58,475,246</u>
ADDITIONS TO TAXABLE REAL PROPERTY		
2. CONSTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS: *	2. \$	<u>\$25,291,195</u>
3. ANNEXATIONS/INCLUSIONS:	3. \$	<u>\$0</u>
4. INCREASED MINING PRODUCTION: §	4. \$	<u>\$0</u>
5. PREVIOUSLY EXEMPT PROPERTY:	5. \$	<u>\$0</u>
6. OIL OR GAS PRODUCTION FROM A NEW WELL:	6. \$	<u>\$0</u>
7. TAXABLE REAL PROPERTY OMITTED FROM THE PREVIOUS YEAR'S TAX WARRANT: (If land and/or a structure is picked up as omitted property for multiple years, only the most current year's actual value can be reported as omitted property.):	7. \$	<u>\$0</u>
DELETIONS FROM TAXABLE REAL PROPERTY		
8. DESTRUCTION OF TAXABLE REAL PROPERTY IMPROVEMENTS:	8. \$	<u>\$0</u>
9. DISCONNECTIONS/EXCLUSIONS:	9. \$	<u>\$0</u>
10. PREVIOUSLY TAXABLE PROPERTY:	10. \$	<u>\$0</u>

¶ This includes the actual value of all taxable real property plus the actual value of religious, private schools, and charitable real property.
 * Construction is defined as newly constructed taxable real property structures.
 § Includes production from a new mines and increase in production of existing producing mines.

IN ACCORDANCE WITH 39-5-128(1), C.R.S., AND NO LATER THAN AUGUST 25, THE ASSESSOR CERTIFIES TO SCHOOL DISTRICTS:

1. TOTAL ACTUAL VALUE OF ALL TAXABLE PROPERTY	1. \$	<u>\$0</u>
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NOTE: ALL LEVIES MUST BE CERTIFIED to the COUNTY COMMISSIONERS NO LATER THAN DECEMBER 15.

STC Metropolitan District No. 1
Proposed Budget
General Fund
For the Year Ended December 31, 2020

	Actual <u>2018</u>	Adopted Budget <u>2019</u>	Actual <u>7/31/2019</u>	Estimate <u>2019</u>	Proposed Budget <u>2020</u>
Beginning balance	\$ (43)	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	502	1,961	327	1,963	6,537
SURA Property Tax Increment	19,817	36,408	26,737	36,408	61,157
Specific ownership taxes	1,198	1,648	194	2,000	425
Miscellaneous Income	6	-	1	1	-
	<u>21,523</u>	<u>40,017</u>	<u>27,259</u>	<u>40,372</u>	<u>68,119</u>
Total Revenue					
	<u>21,480</u>	<u>40,017</u>	<u>27,259</u>	<u>40,372</u>	<u>68,119</u>
Total Funds Available					
Expenditures:					
Miscellaneous	248	-	-	120	-
Treasurer's Fees	7	10	5	10	98
	<u>255</u>	<u>10</u>	<u>5</u>	<u>130</u>	<u>98</u>
Total expenditures					
Transfers and Reserves					
Transfer to STCMD No. 2	21,225	40,007	27,254	40,242	68,021
Emergency Reserve	-	-	-	-	-
	<u>21,225</u>	<u>40,007</u>	<u>27,254</u>	<u>40,242</u>	<u>68,021</u>
Total Transfers and Reserves					
Ending balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Total Assessed value					<u>\$ 6,164,086</u>
TIF increment					<u>\$ 5,576,956</u>
Assessed Valuation		<u>\$ 177,429</u>			<u>\$ 587,130</u>
Mill Levy		<u>11.055</u>			<u>11.133</u>

**STC Metropolitan District No. 1
Proposed Budget
Debt Service Fund
For the Year Ended December 31, 2020**

	Actual 2018	Budget 2019	Actual 7/31/2019	Estimate 2019	Budget 2020 Proposed
Beginning balance	\$ (6,225)	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	2,509	9,808	1,635	9,808	32,682
SURA Property Tax Increment	83,865	121,855	113,398	121,850	305,779
Specific Ownership Taxes	5,991	4,577	970	4,500	20,177
Interest income	30	-	7	10	-
Total Revenue	92,395	136,240	116,010	136,168	358,638
Total Funds Available	86,170	136,240	116,010	136,168	358,638
Expenditures:					
Treasurer's Fees	38	147	25	147	490
Paying agent fees	-	-	-	-	-
Total expenditures	38	147	25	147	490
Transfers and Reserves					
Transfer to STCMD No. 2	86,132	136,093	115,985	136,021	358,148
Emergency Reserve	-	-	-	-	-
Total Transfers and Reserves	86,132	136,093	115,985	136,021	358,148
Ending balance	\$ -	\$ -	\$ -	\$ -	\$ -
Total Assessed value	\$ 3,528,436	\$ 3,351,007	\$ 3,528,436	\$ 3,528,436	\$ 6,164,086
TIF increment	\$ 3,351,007	\$ 3,351,007	\$ 3,351,007	\$ 3,351,007	\$ 5,576,956
Assessed Valuation	\$ 177,429	\$ 177,429	\$ 177,429	\$ 177,429	\$ 587,130
Mill Levy	55.277	55.277	55.277	55.277	55.664
Total Mill Levy	66.332	66.332	66.332	66.332	66.797

RESOLUTION NO. 2019 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE STC METROPOLITAN DISTRICT NO. 1
TO ADOPT THE 2020 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the STC Metropolitan District No. 1 ("District") has appointed the District Accountant to prepare and submit a proposed 2020 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2019, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on November 6, 2019, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, reserve transfers and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution ("TABOR") and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever increases may have been made in the expenditures, like increases were added to the revenues so that the budget remains in balance, as required by law.

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the STC Metropolitan District No. 1:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the STC Metropolitan District No. 1 for the 2020 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 6th day of November, 2019.

Secretary

(SEAL)

EXHIBIT A
(Budget)

I, Lisa A. Johnson, hereby certify that I am the duly appointed Secretary of the STC Metropolitan District No. 1, and that the foregoing is a true and correct copy of the budget for the budget year 2020, duly adopted at a meeting of the Board of Directors of the STC Metropolitan District No. 1 held on November 6, 2019.

By: _____
Secretary

RESOLUTION NO. 2019 - 11 - ____
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE STC METROPOLITAN DISTRICT NO. 1
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the STC Metropolitan District No. 1 (“District”) has adopted the 2019 annual budget in accordance with the Local Government Budget Law on November 6, 2019; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2020 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of STC Metropolitan District No. 1:

1. That for the purposes of meeting all general fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2020 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Boulder County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 6th day of November, 2019.

Secretary

(SEAL)

EXHIBIT A
(Certification of Tax Levies)

RESOLUTION NO. 2019-11-_____

A RESOLUTION OF THE BOARD OF DIRECTORS OF
STC METROPOLITAN DISTRICT NO. 1
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 5, 2020

A. The term of the office of Director Brzostowicz shall expire upon the election of his successor at the regular election, to be held on May 5, 2020 (“**Election**”), and upon such successor taking office.

B. The terms of the offices to which Directors Hulsebus and Willis have previously been appointed expire upon their election, or the election of their successors at the Election, and upon such successor taking office.

C. Two vacancies currently exist on the Board of Directors of the District.

D. In accordance with the provisions of the Special District Act (“**Act**”) and the Uniform Election Code (“**Code**”), the Election must be conducted to elect two (2) Directors to serve until the next regular election, to occur May 3, 2022, and three (3) Directors to serve until the second regular election, to occur May 2, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the STC Metropolitan District No. 1 (the “**District**”) of the County of Boulder, Colorado:

1. Date and Time of Election. The Election shall be held on May 5, 2020, between the hours of 7:00 A.M. and 7:00 P.M. pursuant to and in accordance with the Act, Code, and other applicable laws. At that time, two (2) Directors shall be elected to serve until the next regular election, to occur May 3, 2022, and three (3) Directors shall be elected to serve until the second regular election, to occur May 2, 2023.

2. Precinct. The District shall consist of one (1) election precinct for the convenience of the eligible electors of the District.

3. Conduct of Election. The Election shall be conducted as an independent mail ballot election in accordance with all relevant provisions of the Code. The Designated Election Official shall have on file, no later than fifty-five (55) days prior to the Election, a plan for conducting the independent mail ballot Election.

4. Designated Election Official. _____ shall be the Designated Election Official and is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate the provisions of this Resolution and of the Act, Code or other applicable laws. The Election shall be conducted in accordance with the Act, Code and other applicable laws. Among other matters, the Designated Election Official shall appoint election judges as necessary, arrange for the required notices of election (either by mail or publication) and printing of ballots, and direct that all other appropriate actions be accomplished.

5. Absentee Ballot Applications. NOTICE IS FURTHER GIVEN, pursuant to Section 1-13.5-1002, C.R.S., that applications for and return of absentee ballots may be filed with the Designated Election Official of the District, c/o Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, CO 80228, between the hours of 8:00 a.m. and 5:00 p.m., until the close of business on the Tuesday immediately preceding the Election (April 28, 2020).

6. Self-Nomination and Acceptance Forms. Self-nomination and acceptance forms are available at the office of the Designated Election Official located at the above address. All candidates must file a self-nomination and acceptance form with the Designated Election Official no later than 3:00 P.M. on February 28, 2020.

7. Cancellation of Election. If the only matter before the electors is the election of Directors of the District and if, at 5:00 P.M. on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with law.

8. Severability. If any part or provision of this Resolution is adjudged to be unenforceable or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution, it being the Board of Director's intention that the various provisions hereof are severable.

9. Repealer. All acts, orders and resolutions, or parts thereof, of the Board of Directors which are inconsistent or in conflict with this Resolution are hereby repealed to the extent only of such inconsistency or conflict.

10. Effective Date. The provisions of this Resolution shall take effect as of the date adopted and approved by the Board of Directors of STC Metropolitan District No. 1.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION
CALLING A REGULAR ELECTION FOR DIRECTORS
MAY 5, 2020]**

RESOLUTION APPROVED AND ADOPTED on November 6, 2019.

STC METROPOLITAN DISTRICT NO. 1

By: _____
President

Attest:

Secretary

October 25, 2019

Brenda Torreyson |
SAMORA CONSTRUCTION
5310 Ward Road Suite G-01
Arvada, CO 80002
303-422-4285

RE: Downtown Superior Block 14 Stormwater MOA

Brenda,

The purpose of this letter is to establish responsibilities for stormwater compliance obligations between STC Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and Samora Construction, a Colorado limited liability company for the construction of land development improvements as identified on the construction plans titled _____ STC “**Block 14**” within the Superior Town Center development. The District holds a certification to discharge stormwater associated with construction activities pursuant to Certification Number COR404535 (as may be amended from time to time), which allows work at the Superior Town Center, including construction on Block 14, to proceed in compliance with the requirements of CPDS General Permit COR400000 (the “**Permit**”). The District is willing to allow Samora Construction to conduct its operations pursuant to the Permit, provided that Samora Construction commits to conducting its operations in full compliance with the Permit and this Memorandum of Agreement (“**MOA**”), indemnifies the District and its representatives from any noncompliance, and agrees to comply with the requested insurance coverage, see Exhibit A for indemnification and insurance provisions.

The Samora Construction operational area, including stormwater coverage area/limits of construction, disturbance limits, site access, material storage and Best Management Practices (“**BMPs**”) for the overlapping permit coverage area, is shown on Exhibit B. The District boundaries outside of the area of Samora Construction’s operations is shown on Exhibit C.

- This letter will act as a general MOA between the parties. Both parties have agreed to the following with respect to control of and responsibility for stormwater compliance obligations in the area:
- The District shall maintain coverage under CPDS COR400000 pursuant to COR404535 throughout the duration of the work on Block 14.
- The District shall retain responsibility for stormwater compliance obligations for the area within Exhibit C, except to the extent Samora Construction conducts operations within the area of Exhibit C.
- Samora Construction will assume sole responsibility for stormwater compliance obligations for the area within Exhibit B along with any areas within Exhibit C impacted by Samora Construction’s operations.

of performance continues for a period of thirty (30) days following written notice of default from the District (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the District, at its option, may elect (i) to treat this MOA as remaining in full force and effect; or (ii) terminate this MOA as of any specified date. The District shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the District in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

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


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

[SIGNATURE PAGE FOLLOWS]

Accepted, acknowledged and agreed,

SAMORA CONSTRUCTION
5310 Ward Road Suite G-01
Arvada, CO 80002

STC Metropolitan District No. 1

By: 
Name: Brenda Torreyson
Title: Pres/CEO
Date: 10/22/19

Digitally signed by Brenda
Torreyson
Date: 2019.10.22 13:40:53 -06'00'

By: _____
Name: Jim Brzostowicz
Title: _____
Date: _____

Digitally signed by Jim
Brzostowicz
DN: c=US,
E=jim@civilresources.com,
O=President, OU=STC
Metropolitan District No. 2,
CN=Jim Brzostowicz
Date: 2019.10.23
07:52:05-06'00'

EXHIBIT A
INDEMINIFICATION AND INSURANCE

1.1 Indemnification. Samora Construction hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any non-conformance of Samora Construction to the MOA and/or the Permit and also from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to Samora Construction and/or its agents, representatives, subcontractors, or suppliers related thereto.

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the

insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting Samora Construction' indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

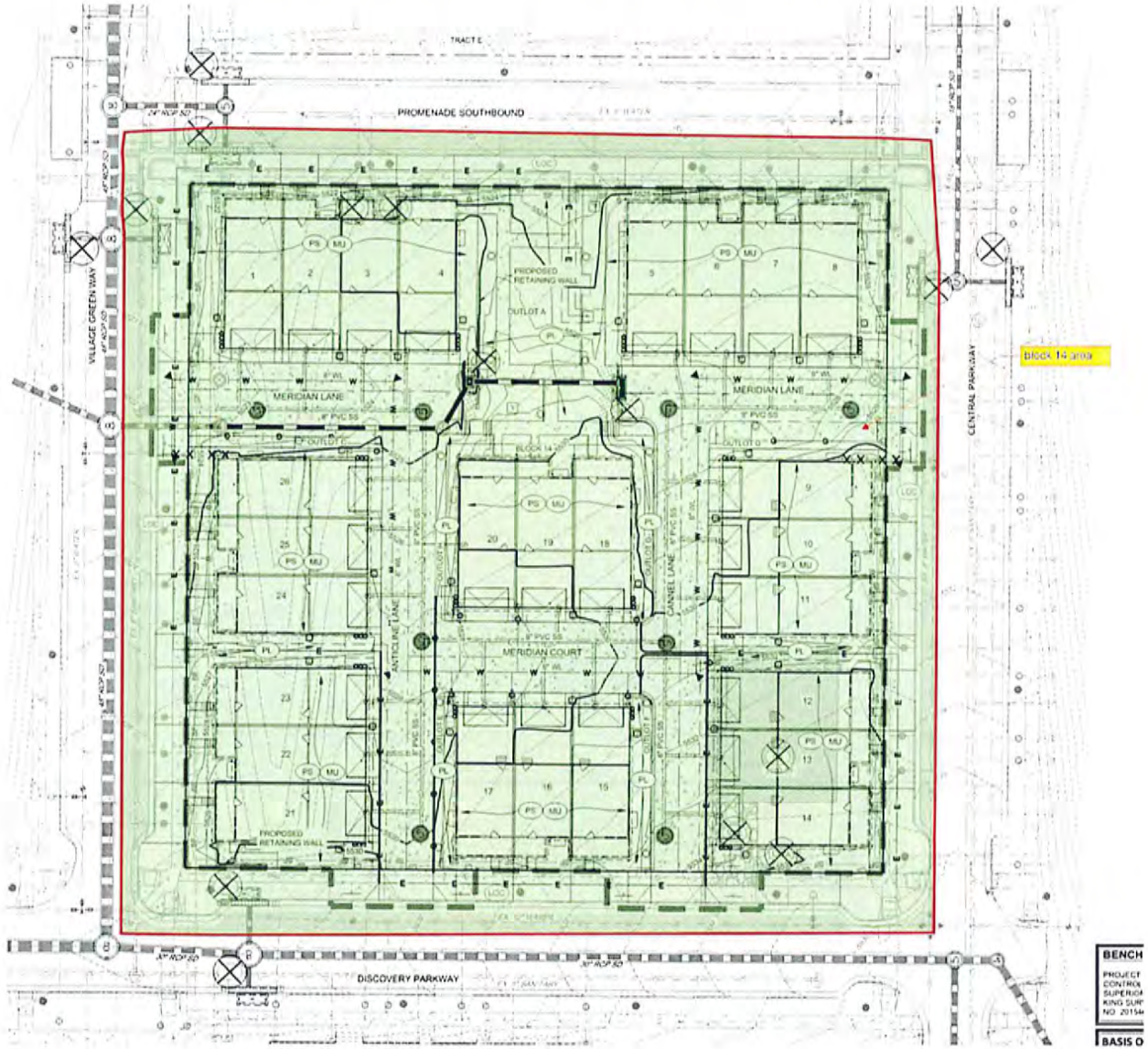
(iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis, in form and substance reasonably acceptable to the District. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned automobiles, and must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

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 1.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If Samora Construction fails to furnish and maintain insurance as required by this Section 1.2, the District may purchase such insurance on behalf of Samora Construction and deduct the cost of such insurance premium(s) from the compensation otherwise owed to Samora Construction, and Samora Construction shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to Samora Construction for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Samora Construction under or pursuant to this Agreement.

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

EXHIBIT B
SAMORA CONSTRUCTION OPERATIONAL AREA
FOR THE OVERLAPPING PERMIT COVERAGE AREA



July 19, 2019

Guillaume Pouchot
President
Remington Homes
5740 Olde Wadsworth Blvd
Arvada, CO 80002

RE: Block 25 Stormwater MOA

Guillaume,

The purpose of this letter is to establish responsibilities for stormwater compliance obligations between STC Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and Wadsworth Capital IV, LLC, a Colorado limited liability company, d/b/a and referred to herein as “**Remington Homes**,” for the construction of single family homes on “**Block 25**” within the Superior Town Center development. The District holds a certification to discharge stormwater associated with construction activities pursuant to Certification Number COR404535 (as may be amended from time to time), which allows work at the Superior Town Center, including construction on Block 25, to proceed in compliance with the requirements of CPDS General Permit COR400000 (the “**Permit**”). The District is willing to allow Remington Homes to conduct its operations pursuant to the Permit, provided that Remington Homes commits to conducting its operations in full compliance with the Permit and this Memorandum of Agreement (“**MOA**”), indemnifies the District from any noncompliance, and agrees to comply with the requested insurance coverage, see Exhibit A for indemnification and insurance provisions.

The Remington Homes operational area, including stormwater coverage area/limits of construction, disturbance limits, site access, material storage and Best Management Practices (“**BMPs**”) for the overlapping permit coverage area, is shown on Exhibit B. The District boundaries outside of the area of Remington Homes’ operations is shown on Exhibit C.

- This letter will act as a general MOA between the parties. Both parties have agreed to the following with respect to control of and responsibility for stormwater compliance obligations in the area:
- The District shall maintain coverage under CPDS COR400000 pursuant to COR404535 throughout the duration of the work on Block 25.
- The District shall retain responsibility for stormwater compliance obligations for the area within Exhibit C, except to the extent Remington Homes conducts operations within the area of Exhibit C.
- Remington Homes will assume sole responsibility for stormwater compliance obligations for the area within Exhibit B along with any areas within Exhibit C impacted by Remington Homes’ operations.

Stormwater compliance obligations are those tasks necessary to meet the requirements of the Permit and include, but are not limited to: installing, maintaining and restoring all appropriate control measures, including sediment and erosion control measures and BMPs; street sweeping; conducting and documenting inspections; establishing /achieving final stabilization; and temporary BMP removal. If Remington Homes or its subcontractors access or conduct any operation that affects areas within the District boundaries shown in Exhibit C, Remington Homes will need to notify the District and Remington Homes will be responsible for stormwater compliance obligations associated with Remington Homes' activities.

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

To District: STC Metropolitan District No. 1
Special District Management Services, Inc.
141 Union Blvd., Ste. 150
Lakewood, CO 80228
Phone: 303-987-0835
Email: ljohnson@sdmsi.com
Attn: Lisa Johnson

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

To Remington Homes: [STEVE KNOLL]
[VP Operations]
[]
Phone: [303 420 2899]
Email: [skndl@remingtonhomes.net]
Attn: []

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

If Remington Homes fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this MOA, and if such failure

of performance continues for a period of thirty (30) days following written notice of default from the District (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty (30) day period and is diligently and continuously pursued to completion), then the District, at its option, may elect (i) to treat this MOA as remaining in full force and effect; or (ii) terminate this MOA as of any specified date. The District shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the District in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

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


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

[SIGNATURE PAGE FOLLOWS]

Accepted, acknowledged and agreed,

Wadsworth Capital IV, LLC,
a Colorado limited liability company,
d/b/a "Remington Homes"

STC Metropolitan District No. 1

By: 
Name: GUILLAUME POUCHOT
Title: Manager
Date: 7/19/2019

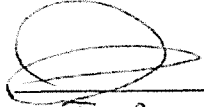
By: 
Name: Jim Brazzawicz
Title: President
Date: 7/19/19

EXHIBIT A
INDEMINIFICATION AND INSURANCE

1.1 Indemnification. Remington Homes hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any non-conformance of Remington Homes to the MOA and/or the Permit and also from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to Remington Homes and/or its agents, representatives, subcontractors, or suppliers related thereto.

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

(a) Liability Insurance Coverage.

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

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

insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting Remington Homes' indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

(iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described in the preceding Subsections 1.2(a)(i) - (iii), in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.

(b) Failure to Obtain and Obligation to Maintain Insurance. If Remington Homes fails to furnish and maintain insurance as required by this Section 1.2, the District may purchase such insurance on behalf of Remington Homes and deduct the cost of such insurance premium(s) from the compensation otherwise owed to Remington Homes, and Remington Homes shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to Remington Homes for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by Remington Homes under or pursuant to this Agreement.

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

EXHIBIT B
REMINGTON HOMES OPERATIONAL AREA
FOR THE OVERLAPPING PERMIT COVERAGE AREA

EXHIBIT C
DISTRICT BOUNDARIES OUTSIDE THE
REMINGTON HOMES' OPERATIONAL AREA



CIVIL RESOURCES

323 5th STREET
P.O. Box 680
FREDERICK, CO 80530
303.833.1416 (p)
303.833.2850 (f)
WWW.CIVILRESOURCES.COM

SUPERIOR TOWN CENTER
METRO DISTRICT NO. 2

141 UNION BLVD., SUITE 150
LAKEWOOD, CO 92130

SUPERIOR TOWN CENTER PHASE 1
OVERLOT GRADING AND
STORM WATER MANAGEMENT PLANS

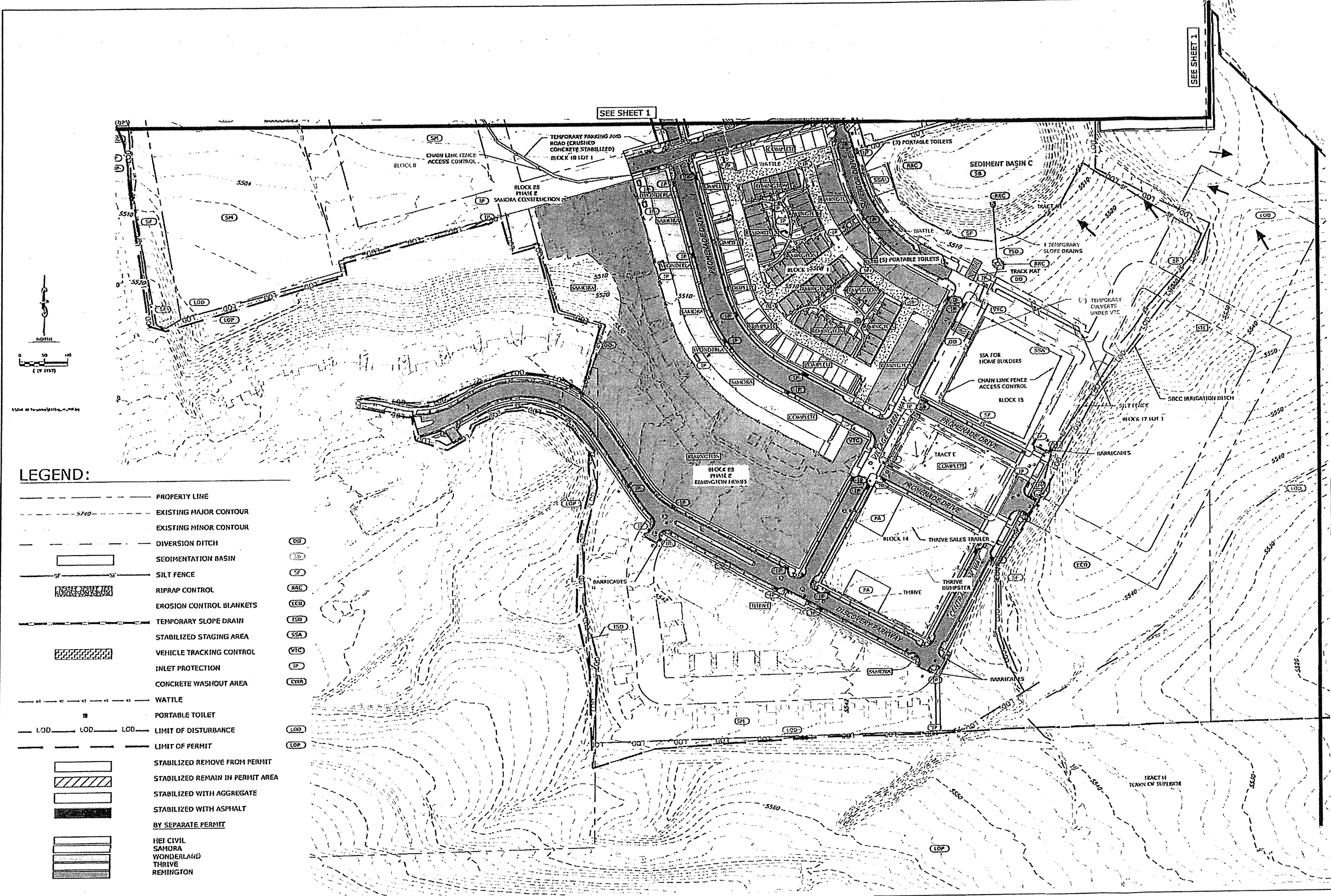
SEE SHEET 3

REVISIONS		
NO.	DESCRIPTION	DATE
1	REVISION	11-18-11
2	GENERAL REVISIONS	12-22-11
3	GENERAL REVISIONS	10-27-12
4	GENERAL REVISIONS	10-27-12
5	GENERAL REVISIONS	01-04-13
6	GENERAL REVISIONS	02-02-13
7	GENERAL REVISIONS	04-18-13
8	GENERAL REVISIONS	05-11-13

DESIGNED BY: JRB DATE: 11-12-11
DRAWN BY: SCAL SCALE: 1"=100'
CHECKED BY: JRB
JOB NO.: 226.003.01
DWG NAME: SDC FDP SWMP.DWG

MID INTERIM

SHEET:



SEE SHEET 1

SEE SHEET 1

LEGEND:

- PROPERTY LINE
- - - - - EXISTING MAJOR CONTOUR
- - - - - EXISTING MINOR CONTOUR
- - - - - DIVERSION DITCH
- [Symbol] SEDIMENTATION BASIN
- [Symbol] SILT FENCE
- [Symbol] RIPRAP CONTROL
- [Symbol] EROSION CONTROL BLANKETS
- [Symbol] TEMPORARY SLOPE DRAIN
- [Symbol] STABILIZED STAGING AREA
- [Symbol] VEHICLE TRACKING CONTROL
- [Symbol] INLET PROTECTION
- [Symbol] CONCRETE WASHOUT AREA
- [Symbol] WATTLE
- [Symbol] PORTABLE TOILET
- LOD --- LIMIT OF DISTURBANCE
- LOP --- LIMIT OF PERMIT
- [Symbol] STABILIZED REMOVE FROM PERMIT
- [Symbol] STABILIZED REMAIN IN PERMIT AREA
- [Symbol] STABILIZED WITH AGGREGATE
- [Symbol] STABILIZED WITH ASPHALT
- [Symbol] BY SEPARATE PERMIT
- [Symbol] HET CIVIL
- [Symbol] SAMORA
- [Symbol] WONDERLAND
- [Symbol] THRIVE
- [Symbol] REMINGTON

- [Symbol] DD
- [Symbol] SB
- [Symbol] SF
- [Symbol] RRC
- [Symbol] ECD
- [Symbol] TSD
- [Symbol] SSA
- [Symbol] VTC
- [Symbol] IP
- [Symbol] CWA

- [Symbol] LOD
- [Symbol] LOP