

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

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

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Gregg A. Bradbury	President	2020/May 2020
Jeffrey L. Nading	Treasurer	2022/May 2022
Charles Church McKay	Assistant Secretary	2020/May 2020
Brandon Dooling	Assistant Secretary	2020/May 2020
Steve Nading	Assistant Secretary	2022/May 2020
David Solin	Secretary	

DATE: June 25, 2019 (Tuesday)

TIME: 8:30 A.M.

PLACE: 141 Union Boulevard, Suite 150
Lakewood, Colorado

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designate 24-hour posting location.

C. Review and approve minutes of the October 23, 2018 Special Meeting (enclosure).

II. CONSENT AGENDA – these items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board Member so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Ratify approval of Master Service Agreement for District Oversight and Cost Verification Services between the District and Independent District Engineering Services, LLC (enclosure).
 - Ratify approval of Task Order No. 1, for District Oversight Services / Construction Management, in the amount of \$40,000.00.
- Ratify approval of Service Agreement for Project Management Services between the District and Papillon, LLC (enclosure).

- Ratify approval of Task Order No. 1, for District Management, in the amount of \$60,000.00.
- Ratify approval of Master Service Agreement for Engineering Services between the District and Martin/Martin, Inc. (enclosure).
 - Ratify approval of Task Order No. 1, for Civil Engineering Services and Reimbursables, in the amount of \$192,500.00.
 - Ratify approval of Task Order No. 2, for On-Call Survey Services, in the amount of \$10,000.00.
 - Ratify approval of Task Order No. 3, for Additional Services, in the amount of \$12,326.00.
 - Ratify approval of Task Order No. 4, for Construction Services, in the amount of \$10,000.00.
- Ratify approval of Master Service Agreement for Storm Water Oversight Services between the District and Storm Water Asset Protection, LLC (enclosure).
 - Ratify approval of Task Order No. 1, for Storm Water Compliance, in the amount of \$10,000.00.
- Ratify approval of Task Order No. 1 for Geotechnical Study from A.G. Wassenaar, in the amount of \$23,420 (enclosure).

III. FINANCIAL MATTERS

A. Review and ratify the approval of the payment of claims as follows (enclosures):

	Period Ending Nov. 19, 2018	Period Ending Dec. 12, 2018	Period Ending Jan. 23, 2019	Period Ending Feb. 20, 2019
General Fund	\$ 5,981.58	\$ 29,912.87	\$ 18,672.66	\$ 2,422.86
Capital Fund	\$ -0-	\$ -0-	\$ -0-	\$ 3,805.84
Total Claims:	\$ 5,981.58	\$ 29,912.87	\$ 18,672.66	\$ 6,228.70

	Period Ending March 18, 2019	Period Ending April 15, 2019	Period Ending May 17, 2019
General Fund	\$ 3,296.89	\$ 1,932.87	\$ 1,735.02
Capital Fund	\$ 102,995.90	\$ 31,729.86	\$ 70,678.08
Total Claims:	\$ 106,292.79	\$ 33,662.73	\$ 72,413.10

B. Review and consider approval of the payment of claims through the period ending June 18, 2019, as follows: (enclosure)

General Fund	\$ 835.75
Capital Improvements Fund	\$ 26,394.98
Total Claims:	\$ 27,230.73

- C. Review and accept unaudited financial statements for the period ending March 31, 2019 (enclosure).

- D. Review and ratify approval of District Expenditures Verification Reports covering the period of September 2018 through June 2019 (enclosures).

- E. Consider approval of 2018 Audit and authorization of execution of Representations Letter (to be distributed at meeting).

- F. Consider appointment of District Accountant to prepare the 2020 Budget.

IV. LEGAL MATTERS

- A. Review and consider ratifying approval of Amended and Restated Facilities Funding and Acquisition Agreement between the District and Great Western Park, LLC (to be distributed).

- B. Review and consider ratifying approval of a letter to the City and County of Broomfield regarding 112th Avenue / Skyestone Parkway Roadway Improvements – Stormceptor Improvements – Maintenance Responsibility (to be distributed).

- C. Review and consider approval of Ditch Agreement by and between the District and the Dry Creek Valley Ditch Company (to be distributed).

- D. Ratify purchase of Wetlands Mitigation Credits for Skyestone Parkway Project from Jefferson Center Metropolitan District No. 1 in the amount of \$32,000.00 (enclosure).

- E. Discuss new legislation regarding posting of meeting notices and establishment of a District website.

V. CONSTRUCTION MATTERS

A. Review Construction Status Report.

B. Consider approval of contracts, work orders and change orders.

VI. OTHER BUSINESS

A. _____

VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
SEPTEMBER 24, 2019**

Informational Enclosure:

- Memo regarding New Rate Structure from Special District Management Services, Inc.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2 HELD OCTOBER 23, 2018

A Special Meeting of the Board of Directors of the Great Western Park Metropolitan District No. 2 (referred to hereafter as "Board") was convened on Tuesday, the 23rd day of October, 2018, at 8:30 AM, at the offices of the District, 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Charles Church McKay
Gregg Bradbury
Jeffrey L. Nading
Brandon Dooling
Steve Nading

Also In Attendance Were:

David Solin; Special District Management Services, Inc.

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

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State.

Mr. Solin noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Becher noted that the Directors' Disclosure Statements for all of the Directors have been filed, and no additional conflicts were disclosed at the meeting.

ADMINISTRATIVE MATTERS

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

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director McKay, seconded by Director Bradbury and, upon vote, unanimously carried, the Agenda was approved, as amended.

Approval of Meeting Location: 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 McKay, seconded by Director Bradbury and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within its boundaries.

Resignation and Appointment of Secretary to the Board: The Board considered the resignation of Steve Beck and the appointment of David Solin as Secretary to the Board.

Following discussion, upon motion duly made by Director Jeff Nading seconded by Director McKay and, upon vote, unanimously carried, the Board acknowledged the resignation of Steve Beck as Secretary to the Board and appointed David Solin as Secretary to the Board.

Minutes: The Board reviewed the Minutes from the July 24, 2018 Special Meeting.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Minutes from the July 24, 2018 Special Meeting were approved.

Resolution No. 2018-10-01, Resolution Establishing Regular Meeting Dates, Times and Location and Designating Locations for Posting for 72-Hour and 24-Hour Posting Notices: The Board considered Resolution No. 2018-11-01, Resolution Establishing Regular Meeting Dates, Times and Location and Designating Locations for Posting for 72-Hour and 24-Hour Posting Notices.

Mr. Solin reviewed the business to be conducted in 2019 to meet the statutory compliance requirements. The Board, determined to meet on the fourth Tuesday of March, June, September and December, 2019 at 8:30 a.m. at Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado.

RECORD OF PROCEEDINGS

Following review, upon motion duly made by Director Steve Nading, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-10-01, Resolution Establishing Regular Meeting Dates, Times and Location and Designating Locations for Posting for 72-Hour and 24-Hour Posting Notices, subject to verification of posting locations.

FINANCIAL MATTERS

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

FUND	Period Ending Aug. 16, 2018	Period Ending Sept. 25, 2018
General	\$ 2,266.41	\$ 8,457.49
Debt Fund	\$ 5,500.00	\$ -0-
Capital Fund	\$ 0.00	\$ -0-
Total Claims	\$ 7,766.41	\$ 8,457.49

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board ratified the approval of the payment of claims, as presented, subject to the adjustment of Special District Management Services, Inc. invoices, as agreed upon.

The Board then considered the approval of the payment of claims for the period ending October 23, 2018 as follows:

General Fund	\$ 1,576.98
Capital Improvements Fund	\$ <u>-0-</u>
Total Claims:	\$ <u>1,576.98</u>

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the payment of claims for the period ending October 23, 2018.

Unaudited Financial Statements: The unaudited financial statements were not available at this time.

Preparation of 2018 Audit: The Board discussed the preparation of the 2018 Audit.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board approved the

RECORD OF PROCEEDINGS

engagement of Simmons & Wheeler, P.C. to perform the 2018 Audit, for an amount not to exceed \$4,000.

2018 Budget Amendment Hearing: The President opened the public hearing to consider a Resolution to Amend the 2018 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2018 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. There were no comments from the public in attendance and the public hearing was closed.

Following discussion, the Board determined that an amendment to the 2018 Budget was not necessary.

2019 Budget: The President opened the public hearing to consider the proposed 2019 Budget and to discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 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.

Mr. Solin reviewed the estimated 2018 expenditures and the proposed 2019 expenditures with the Board.

Following discussion, the Board considered the adoption of Resolution No. 2018-10-02; Resolution to Adopt the 2019 Budget and Appropriate Sums of Money, and Resolution No. 2018-10-03; Resolution to Set Mill Levies (for the General Fund at 5.392 mills, the Debt Service Fund at 47.347 mills, and refunds/Abatements of 0.019 mills, for a total mill levy of 52.758 mills). Upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Resolutions were adopted, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2018. Mr. Solin was authorized to transmit the Certification of Mill Levy to the City and County of Broomfield and the Division of Local Government, not later than December 15, 2018. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2019. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

DLG-70 Mill Levy Certification Form: The Board considered 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.

Following discussion, upon motion duly made by Director Jeff Nading, seconded by Director Bradbury and, upon vote, unanimously carried, the Board authorized 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.

LEGAL MATTERS

Status Construction: The Board discussed the status of construction.

Service Agreement for Project Management: The Board reviewed a Service Agreement for Project Management Services between the District and Papillion, LLC.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Steve Nading and, upon vote, unanimously carried, the Board approved the Service Agreement for Project Management Services between the District and Papillion, LLC, subject to comments made.

Facilities Funding and Acquisition Agreement: The Board discussed a potential Amendment to the Facilities Funding and Acquisition Agreement between the District and Great Western Park, LLC.

Following discussion, upon motion duly made by Director Bradbury, seconded by Director Jeff Nading and, upon vote, unanimously carried, the Board approved the Amendment to the Facilities Funding and Acquisition Agreement between the District and Great Western Park, LLC, subject to final legal review.

OTHER BUSINESS

§32-1-809, C.R.S. Reporting Requirements, Mode of Eligible Elector Notification for 2019: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2019.

Following discussion, the Board determined to post the required transparency notice information on the Special District Association's website.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES APPROVED AS THE OFFICIAL OCTOBER 23, 2018
MINUTES OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT
NO. 2 BY THE BOARD OF DIRECTORS SIGNING BELOW:

Gregg A. Bradbury

Jeffrey L. Nading

Charles Church McKay

Brandon Dooling

Steve Nading

RESOLUTION NO. 2018-10-01

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Great Western Park Metropolitan District No. 2 of the City and County of Broomfield, Colorado:

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

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

3. That regular meetings of the District Board of the Great Western Park Metropolitan District No. 2 for the year 2019 shall be held on fourth Tuesday in March, June, September, and November at 8:30 a.m., at the offices of Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado in Jefferson County, Colorado.

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

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

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

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

(a) Light pole on Median at Skystone Pkwy & W. Montane Drive

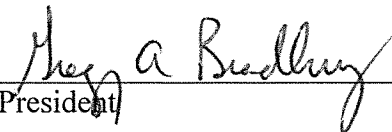
8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S., at the following locations:

- (a) Light pole on Median at Skystone Pkwy & W. Montane Drive
- (b) Light pole on Southeast Corner of Graphite Street & Meadowlark Lane
- (c) Light pole on Corner of Red Fox Way & Meadowlark Lane


9. Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado, or his/her designee, is hereby appointed to post the above-referenced notices.

RESOLUTION APPROVED AND ADOPTED on October 23, 2018.

**GREAT WESTERN PARK
METROPOLITAN DISTRICT NO. 2**

By: 
President

Attest:


Secretary

RESOLUTION NO. 2018 - 10- ⁰³
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Great Western Park Metropolitan District No. 2 ("District") has adopted the 2019 annual budget in accordance with the Local Government Budget Law on October 23, 2018; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2019 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 the Great Western Park Metropolitan District No. 2:

1. That for the purposes of meeting all general fund expenses of the District during the 2019 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 2019 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 Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of The City and County of Broomfield, 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 23rd day of October, 2018.



Secretary

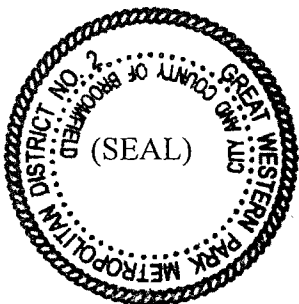


EXHIBIT A
(Certification of Tax Levies)

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of _____ City and County of Broomfield _____, Colorado.

On behalf of the _____ Great Western Park Metropolitan District No. 2 _____,
(taxing entity)^A

the _____ Board of Directors _____
(governing body)^B

of the _____ Great Western Park Metropolitan District No. 2 _____
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ _____ 13,180,821 _____
assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ _____ 13,180,821 _____
(NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)
USE VALUE FROM FINAL CERTIFICATION OF VALUATION PROVIDED BY ASSESSOR NO LATER THAN DECEMBER 10

Submitted: _____ 12/15/2018 _____ for budget/fiscal year _____ 2019 _____
(no later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY²	REVENUE²
1. General Operating Expenses ^H	5.392 mills	\$ 71,071
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< 0.000 > mills	\$ < 0 >
SUBTOTAL FOR GENERAL OPERATING:	5.392 mills	\$ 71,071
3. General Obligation Bonds and Interest ^J	47.347 mills	\$ 624,072
4. Contractual Obligations ^K	0.000 mills	\$ 0
5. Capital Expenditures ^L	0.000 mills	\$ 0
6. Refunds/Abatements ^M	0.019 mills	\$ 250
7. Other ^N (specify): _____	0.000 mills	\$ 0
_____	0.000 mills	\$ 0
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	52.758 mills	\$ 695,393

Contact person: _____ Daytime phone: (303) _____ 987-0835
(print) David Solin
Signed: _____ Title: Accountant


Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 864-7720.

¹ If the *taxing entity's* boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's **FINAL** certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are

Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

1.	Purpose of Issue:	<u>Limited Tax (Convertible to Unlimited Tax) General Obligation Bonds</u>	
	Series:	<u>2016 A</u>	
	Date of Issue:	<u>7/25/16</u>	
	Coupon Rate:	<u>4.00% to 4.65%</u>	
	Maturity Date:	<u>12/1/2046</u>	
	Levy:	<u>39.177</u>	
	Revenue:	<u>\$516,385</u>	

2.	Purpose of Issue:	<u>Limited Tax General Obligation Subordinate Bonds</u>	
	Series:	<u>2016 B</u>	
	Date of Issue:	<u>7/25/16</u>	
	Coupon Rate:	<u>4.00% to 7.25%</u>	
	Maturity Date:	<u>12/15/2046</u>	
	Levy:	<u>8.170</u>	
	Revenue:	<u>\$107,687</u>	

CONTRACTS^K:

3.	Purpose of Contract:	<u>_____</u>	
	Title:	<u>_____</u>	
	Date:	<u>_____</u>	
	Principal Amount:	<u>_____</u>	
	Maturity Date:	<u>_____</u>	
	Levy:	<u>_____</u>	
	Revenue:	<u>_____</u>	

4.	Purpose of Contract:	<u>_____</u>	
	Title:	<u>_____</u>	
	Date:	<u>_____</u>	
	Principal Amount:	<u>_____</u>	
	Maturity Date:	<u>_____</u>	
	Levy:	<u>_____</u>	
	Revenue:	<u>_____</u>	

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

RESOLUTION NO. 2018 - 10 - *02*
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
TO ADOPT THE 2019 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Great Western Park Metropolitan District No. 2 ("District") has appointed the District Accountant to prepare and submit a proposed 2019 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, 2018, 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 October 23, 2018, 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.

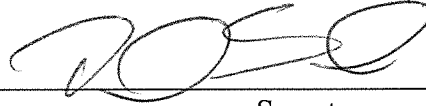
NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Great Western Park Metropolitan District No. 2:

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Great Western Park Metropolitan District No. 2 for the 2019 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 23rd day of October, 2018.



Secretary

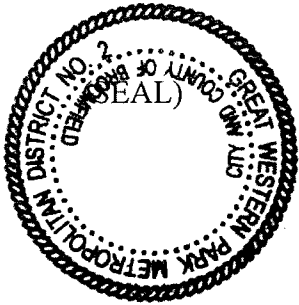


EXHIBIT A
(Budget)

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

2019 Budget Message

Introduction

The District was formed in December 2008 for the purpose of providing design, financing, acquisition, and construction of certain infrastructure improvements.

The 2019 budget was prepared in accordance with the Local Government Budget Law of Colorado. The budget reflects the projected spending plan for the 2019 fiscal year based on available revenues. This budget provides for the general operation of the District and facilitation of capital project expenditures.

The Board of Directors authorized adjustment of the District mill levy in accordance with the Colorado Constitution, Article X, Section 3 (the “Gallagher Adjustment”). The Gallagher Adjustment and the District’s Service Plan authorize an adjustment of the Maximum Debt Mill Levy in the event that the method of calculating assessed valuation is changed after January 1, 2001, by any change in law, change in method of calculation, or in the event of any legislation or constitutionally mandated tax credit, cut, or abatement. The adjustment to the Maximum Debt Mill Levy is determined by the Board so that, to the extent possible, the actual tax revenues generated by the mill levy, as adjusted, are neither diminished nor enhanced as a result of such changes. The Colorado General Assembly passed House Bill 17-1349 setting the ratio of valuation for assessment for real residential property at 7.2% (decreased from 7.96%) for property taxes commencing on and after January 1, 2017, until the next property tax year that the General Assembly determines to adjust the ratio of valuation for assessment for residential real property. The Gallagher Adjustment for the District allows for a total mill levy imposition, as noted in the following paragraph, so the District’s revenue is neither diminished nor enhanced.

The District’s assessed value increased by \$3,628,311 to \$13,180,821. The District certified a 2019 mill levy of 52.758 mills, with 5.392 mills dedicated to the General Fund, 47.347 mills to the Debt Service Fund and 0.019 mills for Refunds and Abatements.

Budgetary Basis of Accounting

The District uses funds to budget and report on the financial position and results of operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain governmental functions. The various funds determine the total District budget. All of the District’s funds are considered Governmental Funds and are reported using the current financial resources and the modified accrual basis of accounting. Revenues are recognized when they are measurable and available. Revenues are considered available when they are collectible within the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures, other than the interest on long term obligations, are recorded when the liability is incurred or the long-term obligation paid.

Fund Summaries

The General Fund is used to account for resources traditionally associated with government such as property taxes, specific ownership tax, and expenditures which include District administration, legal services, and other expenses related to statutory operations of a local government.

The Debt Service Fund is used to account for principal and interest and associated costs for long term debt. The primary revenue source is property taxes along with specific ownership taxes and interest income. In 2016 the District issued 2016A General Obligation Bonds and 2016B Subordinate Cash Flow Bonds. The combined schedule of principal and interest is presented below:

Great Western Park Metropolitan District No. 2
\$11,045,000

Bonds Principal and Interest Maturing in the Year Ending December 31,	Series 2016A GO and \$ 1,555,000 2016B Subordinate Cash Flow Bonds*		
	Principal	Interest	Total
2019	-	653,338	653,338
2020	55,000	653,338	708,338
2021	145,000	651,138	796,138
2022	165,000	645,338	810,338
2023-2027	1,035,000	3,116,888	4,151,888
2028-2032	1,500,000	2,835,938	4,335,938
2033-2038	2,120,000	2,402,188	4,522,188
2038-2042	2,940,000	1,794,188	4,734,188
2043-2046	4,640,000	848,450	5,488,450
	<u>\$ 12,600,000</u>	<u>\$ 13,600,800</u>	<u>\$ 26,200,800</u>

*2016B are Subordinate Cash Flow Bonds

The Capital Projects Fund is used to account for revenues and expenditures to complete capital projects such as new improvements and upgrades to existing infrastructure. The primary source of revenue is monies from the project fund that was established with the 2016 Bond issuance.

Emergency Reserve

As required under Article X, Section 20 of the Colorado Constitution, the District has provided for an Emergency Reserve in the amount of 3% of the total fiscal year revenues in the General Fund.

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
Assessed Value, Property Tax and Mill Levy Information

	2017 Actual	2018 Adopted Budget	2019 Adopted Budget
Assessed Valuation	\$ 5,702,080	\$ 9,553,490	\$ 13,180,821
Mill Levy			
General Fund	5.000	5.392	5.392
Debt Service Fund	42.827	46.185	47.347
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	0.019
Total Mill Levy	<u>47.827</u>	<u>51.577</u>	<u>52.758</u>
Property Taxes			
General Fund	\$ 28,510	\$ 51,512	\$ 71,071
Debt Service Fund	244,203	441,228	624,072
Temporary Mill Levy Reduction	-	-	-
Refunds and Abatements	-	-	250
Actual/Budgeted Property Taxes	<u>\$ 272,713</u>	<u>\$ 492,740</u>	<u>\$ 695,393</u>

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

GENERAL FUND

2019 Adopted Budget

with 2017 Actual, 2018 Adopted Budget, and 2018 Estimated

	2017 Actual	2018 Adopted Budget	2018 Estimated	2019 Adopted Budget
BEGINNING FUND BALANCE \$	-	11,030	\$ 5,813	\$ 18,200
REVENUE				
Property Tax Revenue	28,484	51,507	51,507	71,071
Specific Ownership Taxes	1,870	1,850	2,300	2,300
Developer Advance	1,949	-	-	-
Interest Income	222	30	450	400
Total Revenue	32,525	53,387	54,257	73,771
Total Funds Available	32,525	64,417	60,070	91,971
EXPENDITURES				
Accounting	4,092	7,500	8,371	7,500
Audit	4,388	5,500	4,110	5,500
Election	-	1,000	823	-
Insurance/SDA Dues	3,113	3,500	3,028	3,500
Legal	10,850	11,000	11,000	11,000
Management	3,136	10,500	7,500	10,500
Miscellaneous	705	1,500	4,663	1,500
Treasurer's Fees	427	773	773	1,066
Total Expenditures	26,712	41,273	40,268	40,566
Transfers and Other (Uses)				
Transfer to District No. 1	-	-	-	-
Emergency Reserve	-	1,602	1,602	2,213
Total Expenditures Requiring Appropriation	26,712	42,875	41,870	42,779
ENDING FUND BALANCE \$	\$ 5,813	\$ 21,542	\$ 18,200	\$ 49,192

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

DEBT SERVICE FUND

2019 Adopted Budget

with 2017 Actual, 2018 Adopted Budget, and 2018 Estimated

	2017 Actual	2018 Adopted Budget	2018 Estimated	2019 Adopted Budget
BEGINNING FUND BALANCE	\$ 1,992,377	\$ 1,687,704	\$ 1,726,466	\$ 1,552,193
REVENUE				
Property Tax Revenue	243,980	441,183	441,183	624,072
Specific Ownership Taxes	16,016	28,500	20,000	28,500
Interest Income	21,105	10,000	30,000	25,000
Transfer from Capital Projects	-	-	-	-
Transfer from District 1	-	-	-	-
Total Revenue	281,101	479,683	491,183	677,572
Total Funds Available	2,273,478	2,167,387	2,217,649	2,229,765
EXPENDITURES				
2016 A Interest	540,600	540,600	540,600	540,600
2016 B Interest	-	112,738	112,738	112,738
Paying Agent/Trustee Fees	2,750	5,500	5,500	5,500
Treasurer's Fees	3,661	6,618	6,618	9,361
Transfer to District No. 1	-	-	-	-
Total Expenditures	547,011	665,456	665,456	668,199
Total Expenditures Requiring Appropriation	547,011	665,456	665,456	668,199
ENDING FUND BALANCE	\$ 1,726,466	\$ 1,501,931	\$ 1,552,193	\$ 1,561,566

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

**CAPITAL PROJECTS FUND
2019 Adopted Budget
with 2017 Actual, 2018 Adopted Budget, and 2018 Estimated**

	2017 Actual	2018 Adopted Budget	2018 Estimated	2019 Adopted Budget
BEGINNING FUND BALANCE	\$ 2,050,575	\$ 2,066,590	\$ 2,071,108	\$ 20,544
REVENUE				
Developer Advance	-	-	-	3,978,956
Interest Income	21,552	10,000	26,026	500
Total Revenue	21,552	10,000	26,026	3,979,456
Total Funds Available	2,072,127	2,076,590	2,097,134	4,000,000
EXPENDITURES				
Accounting	658	-	-	-
Legal	260	-	-	-
Management	100	-	-	-
Capital Outlay	-	2,076,590	2,076,590	4,000,000
Total Expenditures	1,018	2,076,590	2,076,590	4,000,000
Transfers and Other (Uses)				
Transfer to Debt Service	-	-	-	
Total Expenditures Requiring Appropriation	1,018	2,076,590	2,076,590	4,000,000
ENDING FUND BALANCE	\$ 2,071,108	\$ -	\$ 20,544	\$ -

I, David Solin, hereby certify that I am the duly appointed Secretary of the Great Western Park Metropolitan District No. 2, and that the foregoing is a true and correct copy of the budget for the budget year 2019, duly adopted at a meeting of the Board of Directors of the Great Western Park Metropolitan District No. 2 held on October 23, 2018.

By: 
Secretary

**MASTER SERVICE AGREEMENT FOR
DISTRICT OVERSIGHT AND COST VERIFICATION SERVICES**

THIS **MASTER SERVICE AGREEMENT FOR DISTRICT OVERSIGHT AND COST VERIFICATION SERVICES** ("Agreement") is entered into and effective as of the 6TH day of September, 2018, by and between **GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the "**District**"), and **INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC**, a Colorado limited liability company (the "**Consultant**") (each a "**Party**" and, collectively, the "**Parties**").

RECITALS

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

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

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order ("**Task Order**") basis, as more particularly described herein (the "**Services**"), and is willing to provide such Services to the District for reasonable consideration.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

(b) Be properly qualified to perform the Services. The Consultant does hereby agree that the quality of the Services shall be as specified in this Agreement and shall conform in all respects to the requirements of this Agreement.

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

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District's consultants to

assure that the District has the most complete information available for the exercise of the District's powers and discretionary authority.

(e) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

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

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

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall

execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on **Exhibit B**, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on **Exhibit C**, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on **Exhibit D**, attached hereto and incorporated herein.

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

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

The District shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification.

(a) The Consultant shall defend, indemnify and hold harmless the District and each of its directors, officers, employees, agents and consultants, from and against any and all claims, demands, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees, by the degree or percentage of negligence or fault to the extent caused by the errors or omissions, negligence, willful misconduct, or any criminal or tortious act or omission of the Consultant or any of its sub-consultants, officers, agents or employees, in connection with this Agreement and/or the Consultant's performance of the Services or work pursuant to this Agreement. The Consultant is not obligated to indemnify the District for the District's own negligence. This indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under worker's compensation acts, disability acts or other employee benefit acts.

(b) The Consultant will at all times defend, indemnify and hold the District and its directors, officers, managers, agents and employees harmless against any liability for claims and liens for labor performed or materials used or furnished in the performance of Consultant's Services, including any costs and expenses incurred in the defense of such claims and liens, reasonable attorneys' fees and any damages to the District resulting from such claims or liens. After written demand by the District, the Consultant will immediately cause the effect of any suit or lien to be removed from the District's property. In the event the Consultant fails to do so, the District is authorized to use whatever means in its discretion it may deem appropriate to cause said lien or suit to be removed or dismissed, and the costs thereof, together with reasonable attorneys' fees, will be immediately due and payable by the Consultant or may, at the District's option, be offset against any sums due and payable to Consultant pursuant to this Agreement. In the event a suit on such claim or lien is brought, the Consultant will, at the option of the District, defend said suit at its own cost and expense, with counsel satisfactory to the District and will pay and satisfy any such claim, lien, or judgment as may be established by the decision of the Court in such suit. The Consultant may litigate any such lien or suit, provided the Consultant causes the effect thereof to be removed promptly in advance from the District's property.

(c) This indemnity coverage shall also cover the District's defense costs in the event that the District, in its sole discretion, elects to provide its own defense if Consultant fails to provide the defense. The District retains the right to disapprove counsel, if any, selected by the Consultant to fulfill the foregoing defense indemnity obligation, which right of disapproval shall not be unreasonably exercised. Insurance coverage requirements specified in the Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

(d) The indemnification requirements detailed in this Section 4 regarding defense of the District shall be expressly limited by the terms and conditions of C.R.S. § 13-50.5-102(8), as amended, to the extent that such terms and conditions are applicable to the Services provided by the Consultant.

(e) District will give Consultant prompt written notice of any claim for which District seeks indemnification from District, and District will give Consultant the opportunity to participate in any proceedings regarding such claim. The parties will cooperate with each other in the defense, negotiation, and settlement of such claim, and the claim shall not be settled except with the consent of District and Consultant, which consent will not be unreasonably withheld.

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property

damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

(v) Professional Liability Insurance Coverage.

a) For Services that constitute performing or furnishing design, planning, supervision, inspection, construction, or observation of construction of any improvement to real property pursuant to Section 13-80-104, C.R.S., the Consultant shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate.

b) For Services that do not constitute performing or furnishing design, planning, supervision, inspection, construction, or observation of construction of any improvement to real property pursuant to Section 13-80-104, C.R.S., the Consultant shall obtain and, continuously thereafter for three (3) years from the date of substantial completion of the Services, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate.

c) The Consultant shall be solely responsible for the payment of all deductibles. Consultant's deductibles or Consultant's self-insured retentions shall be approved by the District.

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to

the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Great Western Park Metropolitan District No. 2
10050 Wadsworth Blvd.
Westminster, CO 80021
Phone: (303) 469-1873
Email: gbradbury@churchranch.com
Attn: Gregg A. Bradbury

With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher, Esq.

To Consultant: Independent District Engineering Services, LLC
355 Union Boulevard, Suite 302
Lakewood, CO 80228
Phone: (303) 679-6960
Email: GregToler@idesllc.com
Attn: Greg Toler

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

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

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

5.11 Compliance with Law. This Agreement is intended to be performed in accordance with and only to the extent permitted by all applicable laws, ordinances, rules, and regulations of the jurisdiction in which the Agreement is performed. The Consultant declares it

has complied and will comply with all federal, state and local laws regarding business permits, certificates and licenses required to perform the Services.

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC

By: *Greg Toler*
Its: *Manager*

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 24th day of August, 2018, by Greg Toler as Member Manager of Independent District Engineering Services, LLC.

Witness my hand and official seal.

My commission expires:

JEAN FEDLER JENNINGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164013865
MY COMMISSION EXPIRES 04-11-2020

Jean Fedler Jennings
Notary Public

District:
**GREAT WESTERN PARK METROPOLITAN
DISTRICT NO. 2**


By: 
President Jeff Nading, Treasurer

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

The foregoing instrument was acknowledged before me this [6th] day of [September], 20[18], by [Jeff Nading], as [Treasurer] of Great Western Park Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: 8-23-2020


Notary Public

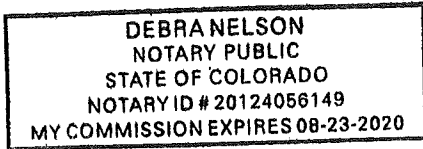


EXHIBIT A

General Description of Services

The work generally consists of furnishing all District Engineering professional services necessary to complete Task Orders, and as agreed by the Great Western Park Metropolitan District No. 1. All work performed shall be in accordance with a Task Order. No work shall be performed without a Task Order authorized and issued by the Board or its designated Representative.

More specifically, the work may include but not be limited to the task(s) as described and determined with each Task Order.

EXHIBIT B

Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written "**Request for Task Order**," setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the "**Task(s)**").

3. Consultant's Response. Within seven (7) business days of receipt of the District's Request for Task Order, the Consultant shall respond by providing the following elements (collectively the "**Task Order Submittal**") to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after

negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

EXHIBIT C

Form of Task Order

**GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for District Engineering Services

AGREEMENT NO. _____ **AGREEMENT DATE** _____ **TASK ORDER NO.** _____

CONSULTANT _____

TASK ORDER REFERENCE: Task Order _____ Submittal (attached)

TASK ORDER NAME: _____

METRO DISTRICT PROJECT ENGINEER: IDES, LLC (Guy Ford)

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 000.00

Task Order Price – Task Order No. _____ \$ 000.00

Total of Agreement Prices including this Task Order \$ 000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant

Date

Authorized Agent

Title

EXHIBIT D

Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

EXHIBIT E

Certification Of Consultant

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

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

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

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

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

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

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

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

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

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

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

**SERVICE AGREEMENT FOR
PROJECT MANAGEMENT SERVICES**

THIS SERVICE AGREEMENT FOR PROJECT MANAGEMENT SERVICES (“Agreement”) is entered into as of the 19th day of February, 2019, and effective October 23, 2018, by and between **GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and **PAPILLON, LLC**, a Colorado limited liability company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

A. The District was organized on December 17, 2008 and, pursuant to the authority granted to the District by its Service Plan, as approved by the City Council for the City and County of Broomfield on September 9, 2008 (as it may be amended from time to time, the “Service Plan”), the District intends to provide for the design, acquisition, construction, installation and financing of certain water, sanitation, street, safety protection, park and recreation, transportation, television relay and translation, mosquito control and limited fire protection improvements and services generally described in the Service Plan (together with other public improvements to be acquired by the District, the “Improvements,” as more specifically listed in Exhibit A).

B. The District has or may construct the Improvements, for which it has expended, or may expend funds for the design, testing, engineering and construction of the Improvements, together with the related consultant and management fees associated with the design and construction of the Improvements (the “District Costs”).

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

D. The District and Great Western Park, LLC (“GWP”) entered into a Facilities Funding and Acquisition Agreement dated July 1, 2016 (as may be amended from time to time, the “FFAA”).

E. Pursuant to the FFAA, GWP has or may design and/or construct certain Improvements for which GWP has expended, or may in the future expend funds for the design, testing, engineering and construction of Improvements, together with the related consultant and management fees and the Original FFAA Funded/Acquired Amount (as defined in the FFAA) associated with the design and construction of Improvements, such funds to be verified in accordance with the FFAA (the “Verified Costs”).

F. The District has agreed to reimburse GWP for the Verified Costs upon the acquisition of those Improvements designed and/or constructed by GWP.

G. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration to be calculated at a reasonable percentage of the District Costs and Verified Costs.

H. The District issued its \$11,045,000 General Obligation Bonds (Limited Tax Convertible to Unlimited Tax), Series 2016A (the “**Series 2016A Bonds**”) and \$1,555,000 Subordinate General Obligation Limited Tax Bonds, Series 2016B (the “**Series 2016B Bonds**” and with the Series 2016A Bonds, the “**Bonds**”) for the purpose of generating sufficient net proceeds to finance and/or reimburse District Costs and Verified Costs incurred in connection with the design and construction of the Improvements.

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

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

ARTICLE I CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

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

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

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

1.2 Limitations on Authority.

(a) The Consultant shall have no right or authority, expressed or implied, to take any action, expend any sum, incur any obligation, or otherwise obligate the District in any manner whatsoever, except to the extent specifically provided in this Agreement or specifically authorized or ratified by the board of directors of the District as reflected in the minutes of the

District board meetings. The Consultant shall at all times conform to the stated policies established and approved by the District.

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

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

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

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

1.6 Work Product. "Work Product" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

ARTICLE II COMPENSATION

2.1 Compensation. The Consultant shall be paid a fee for the Services of the following: four percent (4%) of the District Costs and Verified Costs (“**Maximum Fee Amount**”). Any modifications to the Maximum Fee Amount must be approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit C (“**Change Order**”).

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

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in Section 2.1 hereof, unless otherwise approved in advance by the District in writing.

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

ARTICLE III TERM AND TERMINATION

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

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

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

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively,

the “Indemnitees”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant’s indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor’s Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

ARTICLE V MISCELLANEOUS

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

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

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

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of

such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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

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

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

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

To District: Great Western Park Metropolitan District No. 2
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: dsolin@sdmsi.com
Attn: David Solin

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

To Consultant: Papillon, LLC
10050 Wadsworth Blvd.
Westminster, CO 80021
Phone: (303) 469-1873
Email: gbradbury@churchranch.com
Attn: Gregg A. Bradbury

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE 1 OF 2 TO SERVICE AGREEMENT FOR
PROJECT MANAGEMENT SERVICES]**

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

Consultant:
PAPILLON, LLC

By: 
Charles Church McKay, Manager

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

The foregoing instrument was acknowledged before me this 19th day of February 2019, by Charles Church McKay, as manager of Papillon, LLC.

Witness my hand and official seal.

My commission expires: 10-21-20

**DEBRA L. EISENHAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20084035906
MY COMMISSION EXPIRES OCTOBER 21, 2020**


Notary Public

EXHIBIT A
SCOPE OF SERVICES

The Consultant is responsible for assisting the Board of Directors of the District (the “**Board**”) with planning and refining the short and long-term development plans for the District and for the oversight of the design teams, consultants, Independent District Engineering Services, LLC (the “**Construction Manager**”) and construction activities for the Improvements.

Services of the Consultant will include, but not be limited to, the following:

1. Assist the Construction Manager to identify scopes of work and responsibilities for bid packages.
2. Review and approve the bids for recommendation to the Board and the design team and consultant selections.
3. Review and approve the bids for recommendation to the Board on the outside services and other improvement costs related to the Improvements.
4. Review required easements and costs for recommendation to the Board.
5. Meet with City and County of Broomfield staff and consultants to determine scope of Improvements and timing and follow through to completion and acceptance.
6. Review and approve the bids for recommendation to the Board on the contractor selections.
7. Review and approve the pay applications prepared by the Construction Manager for recommendation to the Board.
8. Review and approve the invoices for design, consultants and outside services for recommendation to the Board.
9. Coordinate bond issues of the District to pay for Improvements as determined by the Board.

EXHIBIT B
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT C
FORM OF CHANGE ORDER**

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

APPROVED:	
By:	
	District

APPROVED:	
By:	
	Consultant

MASTER SERVICE AGREEMENT FOR ENGINEERING SERVICES

THIS MASTER SERVICE AGREEMENT FOR **Engineering Services** (“**Agreement**”) is entered into and effective as of SEPTEMBER 11, 20 18, by and between **GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MARTIN/MARTIN, INC.**, a Colorado Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

C. The Consultant has experience in providing the services, generally described in **Exhibit A**, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“**Task Order**”) basis, as more particularly described herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

(a) Perform the Services, safely and in accordance with the standard of care, skill, and diligence ordinarily provided by a professional consultant in performance of work similar to the Services, under the conditions, at the same time, and in the same locality.

(b) Be properly qualified to perform the Services. The Consultant does hereby provide a standard of care consistent within the profession for the quality of the Services as specified in this Agreement, shall conform in all respects to the requirements of this Agreement, and shall be free of negligent defects and deficiencies.

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

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

(e) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

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

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

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

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

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

1.6 Work Product. “**Work Product**” shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District’s use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District’s sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

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

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

The District shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

4.1 Indemnification. The Consultant hereby agrees to indemnify, defend, as further defined herein, and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers. The Consultant’s duty to defend shall mean that the Consultant agrees to compensate the District for reasonable attorneys’ fees and costs incurred to dispute resolution process to have been caused by and only in direct proportion to the Consultant’s negligent performance.

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

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and in an amount not less than the statutory benefits, including Employer’s Liability Insurance with limits of liability of not less than (i) \$500,000 for bodily injury by accident, each accident; (ii) \$500,000 for bodily injury by disease, each employee;

and (iii) \$500,000 aggregate liability for disease. The Workers' Compensation Insurance Policy, or an endorsement to such policy, must include a waiver of subrogation in favor of the District.

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement.

(c) Allocation and Sharing of Risk. The District and the Consultant understand and agree that notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the total liability, in the aggregate of the Consultant. (as defined in this Agreement, which includes all of its subcontractor, consultants, officers, directors, partners, authorized representatives, principals and employees) to the District and anyone claiming by, through, or under the District, for any and all damages, claims, defects, deficiencies, losses, costs, expenses or damages whatsoever arising out of, resulting from or in any way related to the Services, from any actions, causes of action, action (at law or equity), including, but not limited to, the alleged negligence, professional errors or omissions, strict liability, breach of contract or warranty (expressed or implied) of the Consultant, shall not exceed available insurance proceeds. The Consultant and the District understand and agree that this allocation of risk provision is an integral and material part of the Agreement and has been considered by all Parties in the negotiations for the Consultant's Services.

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

V. MISCELLANEOUS

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

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

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

5.4 Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of

such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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

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

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

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

To District: Great Western Park Metropolitan District No. 2
10050 Wadsworth Blvd.
Westminster, CO 80021
Phone: (303) 469-1873
Email: gbradbury@churchranch.com
Attn: Gregg A. Bradbury

With a Copy To: McGeedy Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher

To Consultant: Martin/Martin, Inc.
12499 West Colfax Avenue
Lakewood, CO 80215
Phone: (303) 431-6000
Email: DLovato@martinmartin.com
Attn: David Lovato

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

transmission, or three (3) business days after deposit in the United States mail. By giving the other Party hereto at least ten (10) days' written notice thereof in accordance with the provisions hereof, each of the Parties shall have the right from time to time to change its address.

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
MARTIN/MARTIN, INC.
By: [Signature]
Its: PRINCIPAL

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 11 day of September, 2018, by David Lovato, as Principal of Martin/Martin, Inc.

Witness my hand and official seal.

My commission expires: 08/16/2021

JENNIFER RYAN WILKEN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20174034532
MY COMMISSION EXPIRES 08/16/2021

Notary Public [Signature]

District:
GREAT WESTERN PARK METROPOLITAN
DISTRICT NO. 2

By: [Signature]
President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 13th day of September, 2018, by Gregg A. Bradley, as President of Great Western Park Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: 10-21-20

DEBRA L. EISENHAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20084035908
MY COMMISSION EXPIRES OCTOBER 21, 2020

[Signature]
Notary Public

EXHIBIT A
General Description of Services

The Civil Engineering Work generally consists of furnishing all labor, materials, equipment, and any and all other items necessary to complete Task Orders as agreed by the GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2, (District) and Consultant for Work performed. All Work performed shall be in accordance with the Task Order. No Work shall be performed without a Task Order authorized and issued by the Board or its designated Representative.

More specifically the Work may include but not be limited to the task(s) as described and determined with each Task Order.

EXHIBIT B
Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written "**Request for Task Order**," setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the "**Task(s)**").

3. Consultant's Response. Within seven (7) business days of receipt of the District's Request for Task Order, the Consultant shall respond by providing the following elements (collectively the "**Task Order Submittal**") to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-

performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

**EXHIBIT C
Form of Task Order**

**GREAT WESTERN PARK METRO DISTRICT NO. 2
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for

AGREEMENT NO. _____ **AGREEMENT DATE** _____ **TASK ORDER NO.** _____

CONSULTANT _____

TASK ORDER REFERENCE: Task Order _____ Submittal (attached)

TASK ORDER NAME: _____

METRO DISTRICT PROJECT ENGINEER: IDES, LLC (Guy Ford)

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Task Orders	\$	<u>000.00</u>
Task Order Price – Task Order No.	\$	<u>000.00</u>
Total of Agreement Prices including this Task Order	\$	<u>000.00</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant Date

Authorized Agent Title

EXHIBIT D
Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

Martin/Martin Hourly Rates

Principal	\$195 per hour	Designer	\$115 per hour
Associate.....	\$165 per hour	Technician III	\$105 per hour
Sr. Project Engineer	\$155 per hour	Technician II	\$90 per hour
Sr. Bldg. Envelope Specialist ...	\$155 per hour	Technician I	\$80 per hour
Project Engineer	\$130 per hour	Survey Crew (two-man)	\$200 per hour
Bldg. Envelope Specialist	\$125 per hour	Survey Crew (one-man)	\$130 per hour
Professional Engineer	\$120 per hour	Professional Land Surveyor...	\$125 per hour
Engineer EIT II	\$110 per hour	Survey Technician I	\$85 per hour
Engineer EIT I	\$100 per hour	Administrative Assistant	\$75 per hour
Sr. Designer	\$135 per hour	Engineering Intern	\$70 per hour

Rates for personnel above are subject to review each year.

If Martin/Martin, Inc. is required to provide services under this Agreement beyond March 2019, compensation will be increased 5% per six-month period beyond that date.

EXHIBIT E
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

MASTER SERVICE AGREEMENT FOR STORM WATER OVERSIGHT SERVICES

THIS MASTER SERVICE AGREEMENT FOR Stormwater Oversight Services (“Agreement”) is entered into and effective as of [May 14], 2019, by and between GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2, a quasi-municipal corporation and political subdivision of the State of Colorado (the “District”), and STORM WATER ASSET PROTECTION, LLC a Limited Liability Company (the “Consultant”) (each a “Party” and, collectively, the “Parties”).

RECITALS

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

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

C. The Consultant has experience in providing the services, generally described in Exhibit A, attached hereto and incorporated herein, the specific scope of which will be determined on a Task Order (“Task Order”) basis, as more particularly described herein (the “Services”), and is willing to provide such Services to the District for reasonable consideration.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

(b) Be properly qualified to perform the Services. The Consultant does hereby warrant that the quality of the Services shall be as specified in this Agreement, shall conform in all respects to the requirements of this Agreement and shall be free of defects and deficiencies.

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

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

(e) Shall not enter into any contract, oral or written, in the name of the District, and from incurring any debt, liability or obligation for or on behalf of the District. All obligations incurred by the Consultant shall be obligations of the Consultant and the Consultant shall hold the District harmless therefrom.

1.2 Limitations on Authority.

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

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

1.3 Compliance with Applicable Law. The Consultant shall provide the Services set forth herein in full compliance with all applicable laws, rules, and regulations of any federal, state, county, or municipal body or agency thereof having jurisdiction over the activities of the District.

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain

reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. TASK ORDERS; COMPENSATION

2.1 Task Orders. The Services to be provided hereunder shall be performed for specific portions of Services, pursuant to a separate Task Order. The Task Orders shall be identified and determined in accordance with the process set forth on Exhibit B, attached hereto and incorporated herein by this reference. A form of Task Order is set forth on Exhibit C, attached hereto and incorporated herein.

2.2 Compensation. The Consultant shall be paid as set forth in the Fee Schedule/Contract Price set forth on Exhibit D, attached hereto and incorporated herein.

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

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

III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on the date set forth above, and shall expire on satisfactory completion of the Services under all Task Orders. Extensions of this Agreement or any Task Order must be in writing and executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least thirty (30) days prior to the effective date of such termination. The District may, at any time, and for any reason, by a written notice, cancel or suspend a Task Order in whole or in part. The Consultant may terminate this Agreement or any individual Task Order for convenience or for cause, in whole or in part, by written notice of termination given to the District at least thirty (30)

days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

The District shall pay the Consultant for all Services satisfactorily performed in accordance with each Task Order through the termination date.

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

(ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, in form and substance reasonably acceptable to the District, which policy shall include, without

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

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

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

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

(b) Failure to Obtain and Obligation to Maintain Insurance. If the Consultant fails to furnish and maintain insurance as required by this Section 4.2, the District may purchase such insurance on behalf of the Consultant and deduct the cost of such insurance premium(s) from the compensation otherwise owed to the Consultant, and the Consultant shall furnish to the District any information needed to obtain such insurance. Except as otherwise expressly provided herein, all insurance policies required by the

terms of this section shall be kept in full force and effect until the date of final payment to the Consultant for the Services specified in this Agreement. Notwithstanding anything to the contrary contained in this Agreement, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Consultant under or pursuant to this Agreement.

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to

have been validly given or served by delivery of same in person to the addressee or by courier delivery via Federal Express or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Great Western Park Metropolitan District No. 2
10050 Wadsworth Blvd.
Westminster, CO 80221
Phone: (303) 469-1873
Email: gbradbury@churchranch.com
Attn: Greg A. Bradbury

With a Copy To: McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203-1214
Phone: (303) 592-4380
Email: mbecher@specialdistrictlaw.com
Attn: Megan Becher, Esq.

To Consultant: Storm Water Asset Protection, LLC
355 Union Blvd, Suite 302
Lakewood, Colorado 80228
Phone: 303-679-6960
Email: GregToler@idesllc.com
Attn: Greg Toler

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

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

5.10 Instruments of Further Assurance. Each Party covenants it will do, execute, acknowledge, and deliver or cause to be done, executed, acknowledged, and delivered, such acts,

instruments, and transfers as may reasonably be required for the performance of their obligations hereunder.

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
STORMWATER ASSET PROTECTION, LLC

By: Greg Toler
Its: Manager

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this [14th] day of [May], 20[19], by [Greg Toler], as Manager of STORM WATER ASSET PROTECTION, LLC.

Witness my hand and official seal.

My commission expires:

JEAN FEDLER JENNINGS
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20164013865
MY COMMISSION EXPIRES 04-11-2020

Jean Fedler Jip
Notary Public

District:
GREAT WESTERN PARK METROPOLITAN
DISTRICT NO. 2

By: Greg A. Bradley
President

STATE OF COLORADO)
) ss.
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this [14th] day of [May], 20[19], by Gregg A. Bradley as President of Great Western Park Metropolitan District No. 2.

Witness my hand and official seal.

My commission expires: 10-21-20

DEBRA L. EISENHAND
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID # 20084035906
MY COMMISSION EXPIRES OCTOBER 21, 2020

Debra Eisenhand
Notary Public

EXHIBIT A
General Description of Services

The Work generally consists of furnishing all labor, materials, equipment, and any and all other items necessary to complete Task Orders as agreed by the GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2, (District) and Contractor for Work performed on the Great Western Park project. All Work performed shall be in accordance with the Task Order and industry standards. No Work shall be performed without a Task Order authorized and issued by the Board or its designated Representative.

More specifically the Work may include but not be limited to the task(s) as described and determined with each Task Order.

EXHIBIT B
Task Order Process

A. TASK ORDER PROCEDURES FOR SERVICES.

1. General. The Consultant shall perform Services under this Agreement only upon receipt from the District of a written Task Order, executed by both the District and the Consultant, to perform the Services specified therein, in a form substantially provided in Exhibit C, respectively, attached hereto and incorporated herein by this reference. Each Task Order shall be performed for the Task Order Price (as defined below) and within the time period set forth in the Task Order Schedule (as defined below) established for that Task Order in accordance with Section B hereto. Each individual Task Order shall be numbered consecutively and shall be appended to this Agreement as an attachment thereto.

2. Request for Task Order Submittal. When the District determines, it requires the performance of any Services by Consultant, the District shall notify the Consultant by issuing a written “**Request for Task Order**,” setting forth milestones for key elements of the Services, providing any additional detail needed to further describe the Services, and establishing the deliverables to be produced by the Consultant (collectively, the “**Task(s)**”).

3. Consultant’s Response. Within seven (7) business days of receipt of the District’s Request for Task Order, the Consultant shall respond by providing the following elements (collectively the “**Task Order Submittal**”) to the District for approval, rejection or negotiation:

- (a) A schedule of the Services and the Task(s);
- (b) A detailed description of proposed Services;
- (c) If requested, a work plan that describes the discrete portions of the Task(s);
- (d) A proposed Task Order Price which contains an itemized breakdown of the costs, based on the method directed by the District, the Fee Schedule attached as Exhibit D Fee Schedule/Contract Price, including necessary staffing, man-hours and reimbursable costs, corresponding to discrete portions of the Task; and
- (e) A proposed Task Order Schedule which contains a detailed scheduling of the Services and completion of the Task(s).
- (f) Any additional information required in the Request for Task Order Submittal.

4. Negotiation Regarding Task Order. The District will review the Task Order Submittal and approve, reject or negotiate any or all elements thereof. If the District and the Consultant cannot agree on the Task Order, the District may perform the Task(s) itself, engage others to perform the Task(s), or reject the Task Order Submittal in whole or in part.

5. Issuance of Task Order. If the District approves a Task Order Submittal in whole or in part or the parties successfully agree to the terms of a Task Order after negotiation, the District may issue a Task Order directing the Consultant to perform the Task(s) pursuant to the Task Order. The Consultant agrees it shall not be compensated in excess of the Task Order Price, as it may be amended by written agreement of the Parties. The Contractor shall not initiate any Task(s) prior to the receipt of a Task Order.

6. Cancellation/Suspension of Task(s). The District may, at any time and for any reason by a written notice, cancel or suspend a Task Order, in whole or in part. Upon such cancellation or suspension, Consultant shall permanently cease or suspend, for a period of time the District determines appropriate, performance of those Services. In the event of cancellation or suspension, the Consultant shall take all steps necessary to reduce the costs to the District incidental to the cancellation or suspension. In no event, shall Consultant be entitled to any damages because of such cancellation or suspension.

B. SCHEDULE.

The Services of the Consultant shall be undertaken and completed in a professionally appropriate sequence within the Task Order Schedule established in a Task Order. It is understood that there may be delays beyond the control of the Consultant. In the event of these delays, the Consultant may, within seven (7) days of knowledge of such delay, request an extension of milestones within the Task Order Schedule.

C. COMPENSATION.

1. Services Invoicing And Reporting. Compensation for the Services provided under this Agreement shall be based on the method selected and indicated in the Fee Schedule attached as **Exhibit D** and incorporated herein by this reference. To obtain payment the Consultant must submit to the District a report detailing the Services provided, Task Order progress, percent complete, percent of budget spent, deliverables submitted, anticipated activities, and a discussion of items of concern or schedule impacts, together with an invoice. The Consultant shall use a monthly/billing period summary report format provided by the District, or may submit another format meeting the requirements of this paragraph and approved by the District prior to use. Invoices shall show names, classifications and time for each individual and the District's project and cost codes as may be provided in the approved Task Order. Attached to each invoice the Consultant shall provide a lien waiver for all invoiced Services, including all sub-contractors and suppliers. The waiver shall be in a form reasonably acceptable to the District.

2. Partial Payments. Invoices for payment shall contain an itemized statement by Task(s) and any sub-task(s) of the Services performed and direct expenses incurred. The District shall be charged according to the selected method of payment identified on the Task Order.

3. Disputed Invoices. The District reserves the right to reject any invoice not meeting the requirements of this Section C or not consistent with this Agreement. The District may also dispute any portion of any invoice for unacceptable Services, progress, or non-

performance. District will advise Consultant within twenty (20) days of receipt of any invoice of any dispute(s). Undisputed portions of invoices will be processed for payment. Consultant and District shall meet prior to resubmission of disputed invoices or portions to attempt to resolve such disputes.

**EXHIBIT C
Form of Task Order**

**GREAT WESTERN PARK METRO DISTRICT NO. 2
MASTER SERVICES AGREEMENT TASK ORDER**

AGREEMENT TITLE Master Service Agreement for _____

AGREEMENT NO. _____ **AGREEMENT DATE** _____ **TASK ORDER NO.** _____

CONSULTANT _____

TASK ORDER REFERENCE: Task Order _____ Submittal (attached)

TASK ORDER NAME: _____

PROJECT MANAGER: _____

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached) _____

SCHEDULE: _____

AGREEMENT PRICE RECONCILIATION:

Previously Approved Task Orders	\$	000.00
Task Order Price – Task Order No.	\$	000.00
Total of Agreement Prices including this Task Order	\$	000.00

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the District that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.

APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____

Approved by _____ Date _____

The undersigned agrees to the above terms and conditions:

Consultant

Date

Authorized Agent

Title

EXHIBIT D
Fee Schedule/Contract Price

Compensation under this Agreement shall be based on the Fee Schedule attached hereto and the Contract Price shall equal the sum total of all Task Orders issued pursuant to the terms of this Agreement.

EXHIBIT E
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

7. If the Consultant violates any provision of Section 8-17.5-102(1), C.R.S., the District may terminate the Agreement immediately and the Consultant shall be liable to the District for actual and consequential damages of the District resulting from such termination, and

the District shall report such violation by the Consultant to the Colorado Secretary of State, as required by law.

PN 187648.GS

GREAT WESTERN PARK METRO DISTRICT NO. 2 PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Master Service Agreement – Geotechnical Engineering and Professional Services

AGREEMENT NO. N/A AGREEMENT DATE _____ TASK ORDER NO. 1

CONSULTANT A. G. Wassenaar, Inc.

TASK ORDER REFERENCE: Task Order 1 Submittal (attached)

TASK ORDER NAME: Proposed Geotechnical Study (Box Culvert, Skyestone Parkway and 112th Avenue)

METRO DISTRICT PROJECT ENGINEER: IDES, LLC (Brandon Collins)

BASIS OF COMPENSATION: Classification Rate (Fee Schedule attached)

SCHEDULE: TBD

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$ <u>000.00</u>
Task Order Price – Task Order No. <u>1</u>	\$ <u>23,420.00</u>
Total of Agreement Prices including this Task Order	\$ <u>23,420.00</u>

AGREEMENT TERMS AND CONDITIONS

All other terms and conditions of the Agreement remain unchanged and in full force and effect.

This Task Order constitutes written assurance by the Metro District (if a Metro District Agreement) that lawful appropriations have been made to cover the cost of the Task Order, pursuant to Section 24-91-103.6, C.R.S.


APPROVALS REQUIRED:

To be effective, this Task Order must be approved according to the Agreement.

Recommended by _____ Date _____
Brandon Collins, GWPMD Engineer

Approved by _____ Date _____
Jeff Nading, GWPMD Treasurer

The undersigned agrees to the above terms and conditions:

A. G. Wassenaar, Inc.
Consultant

Authorized Agent

12/17/18
Date
Vice President
Title

December 11, 2018
Revised December 13, 2018

Great Western Park Metro District
% Independent District Engineering Services, LLC
355 Union Boulevard, Suite 302
Lakewood, Colorado 80228

Attention: Mr. Brandon Collins

Subject: **Proposed Geotechnical Study**
Proposed Box Culvert at Walnut Creek
Pavement Study for Skyestone Parkway
Pavement Study for Widening of 112th Avenue
Broomfield, Colorado
Proposal Number 187648

Dear Mr. Collins:

As requested, we at A. G. Wassenaar, Inc. (AGW) are pleased to submit this proposal for a geotechnical study for the proposed box culvert at Walnut Creek, the pavement study for Skyestone Parkway from Walnut Creek to 112th Avenue, and widening of 112th Avenue from Simms Street west approximately 2,500 lineal feet. It is our understanding that the proposed construction will include a box culvert with dimensions of 12 feet high by 17 feet wide by 150 feet long. The pavement study will encompass approximately 4,600 lineal feet of street. Since 112th Avenue is paved, a permit will be required from the City and County of Broomfield and traffic control may be required during drilling, depending upon the traffic on this portion of 112th Avenue. For the purpose of this proposal, we have assumed maximum cut/fill depths will not exceed 2 feet across the site. The proposal was revised to add the retaining wall.

Based on our understanding of the proposed construction and the requested scope-of-work, we have outlined the following program:

I. *Soil and Foundation Study*

- A. Drill two test borings in the box culvert structure area and two borings along the retaining wall. The total number and depths of borings should be determined in the field as drilling progresses and as the subsurface profile becomes evident. Test borings will generally be drilled to depths of 25 to 35 feet below existing ground surface.
- B. Make penetration resistance determinations and obtain relatively undisturbed and/or disturbed samples of the subsurface materials encountered during drilling. The samples obtained will be returned to our laboratory.
- C. The boring logs and samples will be reviewed by a geotechnical engineer and laboratory testing will be programmed. Laboratory tests will be performed on selected samples obtained during exploration to evaluate pertinent engineering properties.

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- D. Each test boring will be checked for water at the time of drilling and once after the boring is drilled.
- E. Interim data can be provided as the field and laboratory work progresses.
- F. Provide recommendations on the design of the foundation, drainage, and other related construction considerations based upon the subsurface conditions encountered.

II. Pavement Study

- A. Drill 26 pavement borings at a spacing of approximately 250 feet in each lane of the new pavement area and widening of 112th Avenue. The vicinity of the pavement borings must be within 1 foot of final grade. Pavement borings will be drilled to a depth of approximately 5 to 15 feet.
- B. Samples of the soils/bedrock material encountered will be taken during drilling and tested in the laboratory to determine the AASHTO and Unified Classifications. Conduct swell-consolidation testing in our laboratory on relatively undisturbed samples obtained at a depth of 1 foot. Conduct three or six remolded unconfined compressive strength tests to determine subgrade strength.
- C. Recommend pavement sections and alternates based on the engineering properties of the subgrade materials. The design will be in accordance with the appropriate jurisdictional regulations.
- D. Provide general recommendations on the design of the proposed pavement sections and related construction considerations as dictated by the subsurface conditions encountered.

We will submit one electronic copy of the report, signed by a licensed professional engineer, upon completion of the work.

This proposal and the scope-of-work detailed above does not include a formal slope stability analysis, percolation testing, excavation shoring recommendations, or an environmental/geologic hazard assessment. These can be added for an additional fee. The Seismic Site Class will be determined based upon the subsurface profile and our experience in the area.

A current scaled site plan/survey of the property should be provided to our office prior to commencement of drilling operations. Your Civil Engineer or Surveyor should be provided a copy of our boring locations so they can be accurately staked in the field with elevations and proposed cut and/or fill depths.

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Not properly located *JN*

Unforeseen *JN*

In terms of locating underground utilities/structures, it must be understood that penetrating the ground surface is inherently risky. It is impossible to determine with certainty the precise location of all utilities/structures that may be buried underground. The cost estimate provided in this proposal is insufficient to compensate our firm for both our outlined scope of services and the assumption of risk of damage to underground utilities/structures. Therefore, disruption/damage to underground utilities/structures will be the responsibility of the Client. Prior to drilling operations, we will notify the Utility Notification Center of Colorado so the underground facility locators can mark their facility with paint and/or flags. Included in our cost estimate will be a site meeting with the underground facility locators. Facility owners have three or more business days to perform utility locating services. If these efforts are inconclusive, the services of a private utility locator (private electric, water, and sewer services lines, etc.) can be retained for an additional fee, if requested.

It is our understanding that the subject site is accessible using a rubber-tire, truck-mounted drill rig. If the site is inaccessible (e.g., overhead obstructions, heavy vegetation, trees, landscaping, steep slopes, fencing, gates, benched terrain, soft and/or saturated surface soils, etc.), additional costs will be incurred and the cost estimate provided will be revised accordingly. We will try to limit damage to the existing landscape (e.g., ruts in lawn, broken tree branches, broken sprinkler heads, cracked flatwork, etc.). However, because of the size/weight of the equipment, we will not be liable for damage that may occur.

Access to the site involves driving vehicles across the ground surface. This access includes driving through areas that may contain storm water management barriers. AGW and their subcontractors will access the site at the locations directed by the Client. Storm water management barriers will be avoided if possible and will be removed and replaced where necessary. If removal causes the destruction of the barrier, the Client will be notified. AGW and their subcontractors will make a good faith effort to clean the vehicles, as necessary, using shovels. AGW and their subcontractors will also make a good faith effort to clean clods of soil from roadway surfaces with a shovel. The replacement of destroyed barriers and cleaning of roadways or vehicles to a level above that described will be the responsibility of the Client.

We propose to provide the above services for a fee of \$23,420.00 due within 30 days after completion of the report. The costs included for the scope of services outlined above are based on our standard unit rates and estimated man-hours to complete the project. Should the scope of services be revised from that outlined in this proposal, cost estimates provided in this proposal will be revised accordingly to reflect our costs to complete the project.

We estimate drilling operations will begin within three to five business days after completion of utility locating services and site staking operations. Drilling operations should take approximately two rig-days, dependent upon the weather and ground surface conditions of the site. Laboratory testing should be available within approximately three to four weeks of completion of drilling operations. If necessary, verbal recommendations can be discussed at this time. The completed report should be issued within approximately two to three weeks of completion of laboratory testing. Our estimated time to complete this scope of services is approximately five to seven weeks from commencement of drilling operations.

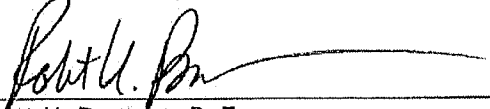
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If this proposal and Professional Services Agreement meets with your approval, please sign this proposal as a contract and return it to our office. By signing and returning this proposal, it is assumed that notice to proceed has been given. If provided verbal or written notice to proceed, we assume you have read and understand this agreement. The above proposal will be honored for six months from the date of this proposal. If you have any questions, or if we can provide any additional service, do not hesitate to contact our office.

We appreciate this opportunity to provide geotechnical services to you on this project. We are dedicated to developing relationships, not just Clients. We encourage you to visit our company website at www.agwassenaar.com for more detailed information. In closing, thank you for considering our firm for this study.


Sincerely,

A. G. WASSENAAR, INC.



Robert U. Branson, P. E.
Senior Engineer

Reviewed by:



Michael R. Conner, P. E.
Senior Engineer

Attachment

RUB/MRC/lia

Agreed to this 17th day of December 2018

By:



Printed Name: Jeff Nading

Title: Assistant Secretary

PROFESSIONAL SERVICES AGREEMENT

1. Definitions

- a. "Client" shall mean the person, firm, or corporation identified in the A. G. Wassenaar, Inc. Proposal for whom Services are to be performed.
- b. "AGW" shall mean A. G. Wassenaar, Inc., a privately held company, and each of its officers, directors, owners, employees and subcontractors, acting within the scope of their employment for A. G. Wassenaar, Inc.
- c. "Client Order" shall mean the purchase order, request, authorization, or other notification, and addition or modification thereto whereby Client indicates its desire for AGW to furnish Services.
- d. "AGW Proposal" shall mean the letter, proposal, quotation, or other modification, including any response to the Client Order, wherein AGW offers to furnish Services.

2. Equipment and Access to Site

- a. The Client will provide AGW with permission to enter the site unless otherwise agreed upon. The Client will also provide AGW with the place and manner of entry to complete exploration. AGW will use diligence and take reasonable precautions to minimize damage from use of equipment. However, AGW has not included in its fee the restoration of property, land or landscape. The Client agrees to hold AGW harmless from any loss or claim suffered as a result of entry on land for the purpose of exploration.
- b. If utilities/structures exist, i.e., gas, electric, telephone, cable, sewer, storm, water, tanks, pipes, wires, sprinkler lines, etc., in the general area of exploration, the Client will provide AGW with a site plan showing utility/structure locations. AGW will use diligence and reasonable caution to avoid utilities/structures shown on the plan. The Client agrees to indemnify and hold AGW, its employees and subcontractors harmless for loss or claim resulting from inaccuracy of plans or lack of plans for utilities/structures.
- c. The Client agrees to release, indemnify and hold AGW harmless for any claims arising out of errors in the accuracy of utility locates provided by others. Disruption/damage to underground utilities/structures not provided, or inaccurately provided, to AGW will be the responsibility of the Client.

3. Responsibility For Services

- a. Standard of Care. AGW shall perform its services in a manner consistent with that degree of knowledge and skill ordinarily used by members of the same profession practicing at the same time under the same or similar circumstances. Client acknowledges that the Services provided for in the Agreement may require AGW to make decisions based on experience and engineering judgment, rather than on precise scientific or empirical criteria. AGW makes no other representations, either express or implied, as to the findings, recommendations, plans, specifications, professional advice, or other services provided under this Agreement.
- b. Limitation of Liability. Notwithstanding any other provision of this Agreement, the total liability of AGW and its employees to Client for any and all services provided to Client, under any legal theory, shall not in any event exceed the total compensation received by AGW or the sum of \$25,000, whichever is greater. The limitation in this paragraph shall apply to AGW, its officers, directors, shareholders, agents and employees in the aggregate.
- c. In the course of performance of its Services, AGW may rely upon the accuracy and completeness of the information supplied by Client, Client's contractors or consultants, or information available from generally accepted reputable sources, without independent verification.
- d. The Client agrees that AGW has been engaged to provide technical professional services only, and that AGW does not owe a fiduciary responsibility to the Client.
- e. If construction observations are included in the Services, AGW's services during construction shall be limited to observation and testing of the contracted phase of construction. AGW shall not be responsible for constant or exhaustive inspection of the work, the means and methods of construction or the safety procedures employed by Client's contractor. Performance of construction observation services does not constitute a warranty or guarantee of any type, since even with diligent observation, some construction defects, deficiencies or omissions in the Contractor's work may occur undetected. Client shall hold its contractor solely responsible for the quality and completion of the Project, including construction in accordance with the construction documents. Any duty hereunder is for the sole benefit of the Client and not for any third party, including the contractor or any subcontractor. Client, or its designees, shall notify AGW at least twenty-four (24) hours in advance of any field tests and observations required by the construction documents.
- f. It is understood by the parties that the existing or constructed building may, as a result of construction, use, maintenance, operation or occupation, contain or be caused to contain mold substances which can present health hazards and result in bodily injury, property damage and/or necessary remedial measures and costs. AGW shall not be responsible for the discovery or remediation of any mold on the Project. Client agrees to release, indemnify and hold AGW harmless from and against all claims, costs, liabilities and damages, including reasonable attorneys' fees and costs, arising in any way from the existence of mold as a result of the use, maintenance, operation, or occupation of the completed Project. Client further agrees to include in the contract for construction a provision whereby the contractor shall defend, indemnify and hold AGW harmless from any claims arising in any way from the existence of mold as a result of the contractor's workmanship or construction means, methods, techniques, sequencing or procedures including without limitation, the failure to protect materials from moisture during the construction process. In this regard, Client recognizes AGW is providing geotechnical engineering services and is providing no input into detection or prevention of mold growth.

PROFESSIONAL SERVICES AGREEMENT**3. Responsibility For Services (continued)****g. Hazardous Materials**

1. In the event that samples collected by AGW or provided by Client or wastes generated as a result of Project site Investigation activities contain or potentially contain substances or constituents which are or may be hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, including but not limited to samples or wastes containing Hazardous Materials, said samples or wastes remain the property of the Client and the Client shall have responsibility for them as generator. If set forth in the Proposal, AGW will, after completion of testing and at Client's expense, either (1) return said samples and waste to Client or (2) using a manifest signed by Client as generator, have said samples and/or wastes transported to a location selected by Client for disposal.
2. Client agrees to pay directly all costs associated with the storage, transport, and disposal of said samples and/or wastes. Unless otherwise agreed upon in the applicable Proposal, AGW shall not transport, handle, store or dispose of waste or samples or arrange or subcontract for waste or sample transport, handling, storage, or disposal.
3. Client recognizes and agrees that AGW is working as a bailee and at no time assumes title to said waste or samples or any responsibility as generator of said waste or samples.

- h. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional functioning in accordance with the standard of care may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and technical conditions that AGW properly inferred to exist between sampling points may differ significantly from those that actually exist. The passage of time also must be considered, and the Client recognizes that due to natural occurrences or direct or indirect human intervention at the Site or distance from it, actual conditions may quickly change. The Client realizes that nothing can be done to eliminate these risks altogether and that the Services included in this Agreement are those which the Client agreed to or selected in light of his/her own risk preferences and other considerations.

4. General Indemnity

Client agrees to indemnify and hold harmless AGW and its consultants, agents, directors, officers, and employees from and against all claims, damages, losses, and expenses, direct and indirect, and consequential damages, including but not limited to attorney fees and all costs of any kind associated with any claim, loss, litigation, mediation, or arbitration, arising out of or resulting from the performance or nonperformance of the work by AGW, or claims against AGW arising from the work of others, or related to or based upon, the actual, alleged, or threatened discharge, dispersal, release, or escape of hazardous chemicals and materials, or from any obligation to test for, study, monitor, report, clean up, remove, abate, contain, treat, detoxify, or neutralize such hazardous chemicals and materials. The term hazardous chemicals and materials shall include without limitation asbestos. This indemnification shall apply to the fullest extent permitted by law regardless of any action or omission (active, passive, or comparative negligence included) on the part of AGW. In the event of any applicable law limiting the enforceability of this provision, the provision shall be construed so as to provide the maximum protection permitted under the law.

5. Certificate of Review

Prior to asserting any claim against AGW, Client agrees to consult with a then currently practicing geotechnical engineer and to obtain a written, signed and stamped certificate from said engineer stating that he or she has reviewed all written materials produced by AGW to Client for the project at issue and has concluded that a claim that AGW fell beneath the standard of care for practicing geotechnical engineers in Colorado has merit. Client agrees to provide AGW a copy of said certificate prior to asserting any claim.

6. Corporate Protection

It is intended by the parties to this Agreement that AGW's services in connection with the Project shall not subject AGW's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the AGW, a Colorado corporation, and not against any of AGW's individual employees, owners, officers or directors.

7. Consequential Damages

AGW and Client shall in no event be liable, in contract, tort, or otherwise (including negligence, warranty, and strict liability), for any special, indirect, or consequential damages, including specifically but without limitation, loss of profits or revenue, loss of full or partial use of any equipment or facility, cost of capital, loss of goodwill, claims of customers, or similar damages.

8. Precedence and Divisibility

The provisions of the AGW Proposal and this Professional Services Agreement shall fully govern any Services furnished by AGW and shall prevail over and render void any inconsistent or conflicting provision of the Client Order. If any term, condition, or provision of this Contract is declared void or unenforceable, or limited in its application or effect, such event shall not affect any other provision hereof and all other provisions shall remain fully enforceable.

9. Entire Agreement

This Contract contains the entire agreement between the parties as to the Services rendered hereunder. All previous or contemporaneous agreements, representations, warranties, promises, and conditions relating to the subject matter of this Agreement are superseded by this Agreement.

PROFESSIONAL SERVICES AGREEMENT**10. Dispute Resolution**

Prior to the initiation of any legal proceedings, the parties to this Agreement agree to submit all claims, disputes or controversies arising out of or in relation to the interpretation, application or enforcement of this Agreement to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. The Party seeking to initiate mediation shall do so by submitting a formal, written request to the other party to this Agreement. This section shall survive completion or termination of this Agreement, but under no circumstances shall either party call for mediation of any claim or dispute arising out of this Agreement after such period of time as would normally bar the initiation of legal proceedings to litigate such claim or dispute under the laws of the State. Client and AGW shall share the cost of the mediator equally.

11. Statute of Limitations and Repose

Causes of action between the parties to this Agreement shall be deemed to have accrued and the applicable statutes of limitations and repose shall commence to run not later than the date of the last services provided by AGW for the project at issue.

12. Force Majeure

AGW shall have no liability for any failure to perform or delay in performance of the Services caused by circumstances beyond its reasonable control, including, but not limited to, strikes, riots, wars, floods, fires, explosions, acts of nature, acts of government, labor disturbances, delays in transportation or inability to obtain material or equipment.

13. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Client and AGW and this Agreement has no third-party beneficiaries.

14. Applicable Law

The law of the State of Colorado shall govern the validity of the Agreement, including these general terms and conditions and its interpretation and performance.

15. Work Product

Services provided under this Agreement, including all reports, information, recommendations, or opinions ("Reports") prepared or issued by AGW, are for the exclusive use and benefit of Client or its agents in connection with this Project, are not intended to inform, guide or otherwise influence any other entities or persons with respect to any particular business transactions, and should not be relied upon by any entities or persons other than Client or its agents for any purpose other than the construction of the Project. Client will not distribute or convey such Reports to any other persons or entities without written permission from AGW. Client shall indemnify AGW from any claims arising or related to unauthorized distribution. Any use of the Reports by a third party shall constitute the third party's acceptance of these terms and conditions. AGW's Reports, boring logs, maps, field data, drawings, test results and other work products are part of AGW's professional services, do not constitute goods or products and are copyrighted works of AGW. However, such copyright is not intended to limit the Client's use of its work product in connection with the construction of the Project. The Client agrees to waive any and all claims against AGW and to defend, indemnify and hold AGW harmless from and against any and all claims, losses, liabilities and damages arising out of or resulting from the unauthorized use, reuse or alteration of AGW's designs, drawings and specifications.

16. Certifications

AGW shall sign certifications only if (a) AGW approves the form of such certification prior to the commencement of Services, (b) the subject matter of such certification is included in AGW's Services, (c) the certification is limited to a statement of professional opinion and does not constitute a warranty or guarantee, express or implied. Any certification shall not relieve any entity of its obligations.

17. Electronic Files

The Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional due to, among other causes, transmission, conversion, media degradation, software error, or human alteration. Accordingly, the electronic documents provided to the Client are for informational purposes only and are not intended as an end-product. AGW makes no warranties, either expressed or implied, regarding the fitness or suitability of the electronic documents. Accordingly, the Client agrees to waive any and all claims against AGW and AGW's consultant's relating in any way to the unauthorized use, reuse or alteration of the electronic documents. In no event shall AGW be liable for any loss of profit or any damages associated with use of this information.

18. Payment

Client shall pay invoices upon receipt. Invoices not paid within thirty (30) days of the invoice date shall be subject to a late payment fee of 12% per month from the date of invoice. Additionally, AGW may upon five (5) days' notice to Client, suspend all Services until paid in full and may terminate the Agreement.

ENGINEERING AND CONSTRUCTION OBSERVATION SERVICES - SCHEDULE OF FEES

FIELD AND LABORATORY TESTING OF SOILS

Swell or Consolidation (undisturbed) (ASTM D 4546), per test	\$ 55.00
Swell or Consolidation (remolded) (ASTM D 4546), per test	80.00
One Dimensional Timed Consolidation (ASTM D 2435), per load increment	120.00
Grain-size Analysis, 6 inch thru the No. 200 sieve (ASTM D 6913), per test	70.00
Hydrometer Analysis (ASTM D 422), per test	75.00
Plastic and Liquid Limits (ASTM D 4318), per sample	60.00
Natural Moisture Content and Dry Unit Weight (ASTM D 2216), per test	20.00
Specific Gravity (ASTM D 854), per test	60.00
Unconfined Compression (ASTM D 2166), per test	60.00
Unconfined Compression (ASTM D 2166) Remolded, per test	90.00
Resistance R-Value (ASTM D 2844)	450.00
Water Soluble Sulfates, per sample	50.00
Proctor Tests-Standard (ASTM D 698 and ASTM D 1557), per sample	120.00
Relative Density (ASTM D 4253 and 4254), per sample	125.00
Concrete Cylinders (in-house)	15.00/cylinder
Concrete Cylinders (shipped-in by others)	25.00/cylinder
Asphalt Extraction/Gradation	170.00
Lottman Test (CP L-5109)	450.00
Maximum Theoretical Specific Gravity (ASTM D 2041)	80.00
SHRP Gyratory (includes "RICE")	250.00

NOTE: Additional Testing Fees Available Upon Request

PERSONNEL FEES

Principal Engineer, per hour	\$ 195.00
Senior Engineer, per hour	150.00
Project Engineer or Geologist, per hour	130.00
Staff Engineer or Geologist, per hour	105.00
Project Manager, per hour	95.00
Structural Steel Inspector, per hour	75.00
Senior Technician, per hour	75.00
Field or Laboratory Technician, per hour	66.00
Concrete Technician, per hour	58.00
Draftsperson, per hour	60.00
Administrative Professional, per hour	60.00
Expert Witness, Depositions, Court Appearances, per hour	Quote on Request
Overtime (over 8 hours per day, Saturday, Sunday, or Holiday)	standard rate times 1.5

MISCELLANEOUS EXPENSES

Drilling (cost plus 20%)	Quotes Available Upon Request
Additional Vehicle Charge (outside 25-mile radius only)	\$ 0.65/mile
Out-of-town living expenses	Cost + 20%
Outside services, equipment rentals, supplies, etc.	Cost + 20%

PROPOSALS FOR SPECIFIC PROJECTS AVAILABLE UPON REQUEST

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2223						
11/19/2018	Colorado Special Districts P&L	32C61151-1548	Prepaid Expenses	1-142	2,013.31	2,013.31
Total 2223:						2,013.31
2224						
11/19/2018	IDES, LLC	20202	Miscellaneous	1-685	150.00	150.00
Total 2224:						150.00
2225						
11/19/2018	McGeady Becher P.C.	937B 10/18	Legal	1-675	958.33	958.33
Total 2225:						958.33
2226						
11/19/2018	Special Dist Mgmt Services	41041	Management	1-680	706.30	706.30
11/19/2018	Special Dist Mgmt Services	41041	Accounting	1-612	1,315.20	1,315.20
11/19/2018	Special Dist Mgmt Services	41041	Election	1-635	13.70	13.70
11/19/2018	Special Dist Mgmt Services	41041	Audit	1-615	13.70	13.70
11/19/2018	Special Dist Mgmt Services	41041	Miscellaneous	1-685	88.39	88.39
Total 2226:						2,137.29
2227						
11/19/2018	T Charles Wilson Insurance	6707	Prepaid Expenses	1-142	495.00	495.00
Total 2227:						495.00
2228						
11/19/2018	UNCC	218100463	Miscellaneous	1-685	227.65	227.65
Total 2228:						227.65
Grand Totals:						5,981.58

Great Western Park Metropolitan District No.2
November-18

	General	Debt	Capital	Totals
Disbursements	\$ 5,981.58	\$ -	-	\$ 5,981.58
		-	-	-
Total Disbursements	\$ 5,981.58	\$ -	\$ -	\$ 5,981.58

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2229						
12/12/2018	IDES, LLC	DEN202.03	Miscellaneous	1-685	375.00	375.00
Total 2229:						375.00
2230						
12/12/2018	McGeady Becher P.C.	937B 11/18	Legal	1-675	1,901.95	1,901.95
Total 2230:						1,901.95
2231						
12/12/2018	Special Dist Mgmt Services	42722	Management	1-680	232.90	232.90
12/12/2018	Special Dist Mgmt Services	42722	Accounting	1-612	1,068.60	1,068.60
12/12/2018	Special Dist Mgmt Services	42722	Audit	1-615	27.40	27.40
12/12/2018	Special Dist Mgmt Services	42722	Miscellaneous	1-685	11.95	11.95
Total 2231:						1,340.85
2232						
12/12/2018	UNCC	218110453	Miscellaneous	1-685	356.70	356.70
Total 2232:						356.70
2233						
12/17/2018	Martin/Martin	18.1052-00001-R	Capital Outlay	3-760	2,749.13	2,749.13
12/17/2018	Martin/Martin	18.1052-00002	Capital Outlay	3-760	11,242.17	11,242.17
12/17/2018	Martin/Martin	18.1052-00003	Capital Outlay	3-760	11,947.07	11,947.07
Total 2233:						25,938.37
Grand Totals:						29,912.87

Great Western Park Metropolitan District No.2
December-18

	General	Debt	Capital	Totals
Disbursements	\$ 29,912.87	\$ -	-	\$ 29,912.87
<hr/>				
Total Disbursements	\$ 29,912.87	\$ -	\$ -	\$ 29,912.87

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2234						
01/22/2019	IDES, LLC	DEN202.04	Miscellaneous	1-685	1,133.00	1,133.00
Total 2234:						1,133.00
2235						
01/22/2019	Martin/Martin	18.1052-00004	Capital Outlay	3-760	14,265.61	14,265.61
Total 2235:						14,265.61
2236						
01/22/2019	McGeady Becher P.C.	937B 12/18	Legal	1-675	1,472.62	1,472.62
Total 2236:						1,472.62
2237						
01/22/2019	Special Dist Mgmt Services	DECEMBER 2018	Management	1-680	328.80	328.80
01/22/2019	Special Dist Mgmt Services	DECEMBER 2018	Accounting	1-612	479.50	479.50
01/22/2019	Special Dist Mgmt Services	DECEMBER 2018	Miscellaneous	1-685	16.70	16.70
Total 2237:						825.00
2238						
01/22/2019	UNCC	218120430	Miscellaneous	1-685	160.95	160.95
Total 2238:						160.95
2239						
01/23/2019	McGeady Becher P.C.	936B 12/18	Legal	1-675	41.50	41.50
Total 2239:						41.50
2240						
01/23/2019	Special Dist Mgmt Services	DEC 2018 NO.1	Management	1-680	349.50	349.50
01/23/2019	Special Dist Mgmt Services	DEC 2018 NO.1	Accounting	1-612	397.30	397.30
01/23/2019	Special Dist Mgmt Services	DEC 2018 NO.1	Miscellaneous	1-685	27.18	27.18
Total 2240:						773.98
Grand Totals:						18,672.66

Great Western Park Metropolitan District No.2
January-19

	General	Debt	Capital	Totals
Disbursements	\$ 18,672.66	\$ -	-	\$ 18,672.66
<hr/>				
Total Disbursements	\$ 18,672.66	\$ -	\$ -	\$ 18,672.66

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2241						
02/20/2019	IDES, LLC	DEN202.05	Capital Outlay	3-760	1,621.84	1,621.84
Total 2241:						1,621.84
2242						
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Management	1-680	134.40	134.40
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Management	3-680	201.60	201.60
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Accounting	1-612	408.80	408.80
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Accounting	3-612	613.20	613.20
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Audit	1-615	14.00	14.00
02/20/2019	Special Dist Mgmt Services	JAN 2019 1	Miscellaneous	1-685	13.80	13.80
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Management	1-680	134.40	134.40
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Management	3-680	201.60	201.60
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Accounting	1-612	778.40	778.40
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Accounting	3-612	1,167.60	1,167.60
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Audit	1-615	14.00	14.00
02/20/2019	Special Dist Mgmt Services	JAN 2019 2	Miscellaneous	1-685	19.24	19.24
Total 2242:						3,701.04
2243						
02/20/2019	Special District Association	DUE 2019 1	Insurance/SDA Dues	1-670	254.55	254.55
02/20/2019	Special District Association	DUES 2019 2	Insurance/SDA Dues	1-670	289.17	289.17
Total 2243:						543.72
2244						
02/20/2019	UNCC	219010470	Miscellaneous	1-685	362.10	362.10
Total 2244:						362.10
Grand Totals:						6,228.70

Great Western Park Metropolitan District No.2
February-19

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 2,422.86	\$ -	\$ 3,805.84	\$ 6,228.70
		-	-	-
Total Disbursements	\$ 2,422.86	\$ -	\$ 3,805.84	\$ 6,228.70

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2245						
03/07/2019	A. G. Wassenaar, Inc	299830	Capital Outlay	3-760	6,000.00	6,000.00
Total 2245:						6,000.00
2246						
03/07/2019	IDES, LLC	DEN02.06	Capital Outlay	3-760	1,540.00	1,540.00
Total 2246:						1,540.00
2247						
03/07/2019	Martin/Martin	18.1052-00005	Capital Outlay	3-760	20,807.83	20,807.83
03/07/2019	Martin/Martin	18.1052-00006	Capital Outlay	3-760	60,851.03	60,851.03
Total 2247:						81,658.86
2248						
03/07/2019	McGeady Becher P.C.	936B 1/19	Legal	1-675	32.00	32.00
03/07/2019	McGeady Becher P.C.	936B 1/19	Legal	3-675	48.00	48.00
03/07/2019	McGeady Becher P.C.	937B 1/19	Legal	1-675	621.00	621.00
03/07/2019	McGeady Becher P.C.	937B 1/19	Legal	3-675	931.50	931.50
Total 2248:						1,632.50
2249						
03/07/2019	Papillion LLC	905	Capital Outlay	3-760	3,222.74	3,222.74
Total 2249:						3,222.74
2250						
03/07/2019	Special Dist Mgmt Services	FEB 2019	Management	1-680	415.60	415.60
03/07/2019	Special Dist Mgmt Services	FEB 2019	Management	3-680	623.40	623.40
03/07/2019	Special Dist Mgmt Services	FEB 2019	Accounting	1-612	263.20	263.20
03/07/2019	Special Dist Mgmt Services	FEB 2019	Accounting	3-612	394.80	394.80
03/07/2019	Special Dist Mgmt Services	FEB 2019	Miscellaneous	1-685	27.14	27.14
03/07/2019	Special Dist Mgmt Services	FEB 2019 #2	Management	1-680	270.00	270.00
03/07/2019	Special Dist Mgmt Services	FEB 2019 #2	Management	3-680	405.00	405.00
03/07/2019	Special Dist Mgmt Services	FEB 2019 #2	Accounting	1-612	1,114.40	1,114.40
03/07/2019	Special Dist Mgmt Services	FEB 2019 #2	Accounting	3-612	1,671.60	1,671.60
03/07/2019	Special Dist Mgmt Services	FEB 2019 #2	Miscellaneous	1-685	109.09	109.09
Total 2250:						5,294.23
2251						
03/07/2019	UNCC	21902485	Miscellaneous	1-685	444.46	444.46
Total 2251:						444.46
2252						
03/18/2019	Martin/Martin	CLOMR 3/19	Capital Outlay	3-760	6,500.00	6,500.00
Total 2252:						6,500.00
Grand Totals:						106,292.79

Great Western Park Metropolitan District No.2
March-19

	General	Debt	Capital	Totals
Disbursements	\$ 3,296.89	\$ -	\$ 102,995.90	\$ 106,292.79
		-	-	-
Total Disbursements	\$ 3,296.89	\$ -	\$ 102,995.90	\$ 106,292.79

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2253						
04/15/2019	A. G. Wassenaar, Inc	300542	Capital Outlay	3-760	8,500.00	8,500.00
Total 2253:						8,500.00
2254						
04/15/2019	IDES, LLC	DEN202.07	Capital Outlay	3-760	1,855.00	1,855.00
Total 2254:						1,855.00
2255						
04/15/2019	Martin/Martin	18.1052-00007	Capital Outlay	3-760	15,862.90	15,862.90
Total 2255:						15,862.90
2256						
04/15/2019	McGeady Becher P.C.	936B 2/19	Legal	1-675	457.60	457.60
04/15/2019	McGeady Becher P.C.	936B 2/19	Legal	3-675	686.40	686.40
04/15/2019	McGeady Becher P.C.	937B 2/19	Legal	1-675	293.20	293.20
04/15/2019	McGeady Becher P.C.	937B 2/19	Legal	3-675	439.80	439.80
Total 2256:						1,877.00
2257						
04/15/2019	Papillion LLC	907	Capital Outlay	3-760	3,150.96	3,150.96
Total 2257:						3,150.96
2258						
04/15/2019	Special Dist Mgmt Services	MARCH 2019 1	Management	1-680	67.20	67.20
04/15/2019	Special Dist Mgmt Services	MARCH 2019 1	Management	3-680	100.80	100.80
04/15/2019	Special Dist Mgmt Services	MARCH 2019 1	Accounting	1-612	190.40	190.40
04/15/2019	Special Dist Mgmt Services	MARCH 2019 1	Accounting	3-612	285.60	285.60
04/15/2019	Special Dist Mgmt Services	MARCH 2019 1	Miscellaneous	1-685	27.64	27.64
04/15/2019	Special Dist Mgmt Services	MARCH 2019 2	Management	1-680	140.00	140.00
04/15/2019	Special Dist Mgmt Services	MARCH 2019 2	Management	3-680	210.00	210.00
04/15/2019	Special Dist Mgmt Services	MARCH 2019 2	Accounting	1-612	425.60	425.60
04/15/2019	Special Dist Mgmt Services	MARCH 2019 2	Accounting	3-612	638.40	638.40
04/15/2019	Special Dist Mgmt Services	MARCH 2019 2	Miscellaneous	1-685	57.17	57.17
Total 2258:						2,142.81
2259						
04/15/2019	UNCC	219030492	Miscellaneous	1-685	274.06	274.06
Total 2259:						274.06
Grand Totals:						33,662.73

Great Western Park Metropolitan District No.2

April-19

	General	Debt	Capital	Totals
Disbursements	\$ 1,932.87	\$ -	\$ 31,729.86	\$ 33,662.73
<hr/>				
Total Disbursements	\$ 1,932.87	\$ -	\$ 31,729.86	\$ 33,662.73

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2260						
05/17/2019	IDES, LLC	20201	Capital Outlay	3-760	2,159.00	2,159.00
05/17/2019	IDES, LLC	DEN202.08	Capital Outlay	3-760	1,070.00	1,070.00
Total 2260:						3,229.00
2261						
05/17/2019	Jefferson Center Metro Dist No.1	0001	Capital Outlay	3-760	32,000.00	32,000.00
Total 2261:						32,000.00
2262						
05/17/2019	Martin/Martin	18.1052-00008	Capital Outlay	3-760	31,300.66	31,300.66
Total 2262:						31,300.66
2263						
05/17/2019	McGeady Becher P.C.	937M 3/2019	Legal	1-675	290.52	290.52
05/17/2019	McGeady Becher P.C.	937M 3/2019	Legal	3-675	435.77	435.77
Total 2263:						726.29
2264						
05/17/2019	Papillion LLC	951	Project Management	3-780	2,057.85	2,057.85
Total 2264:						2,057.85
2265						
05/17/2019	Special Dist Mgmt Services	APRIL 2019	Management	1-680	11.20	11.20
05/17/2019	Special Dist Mgmt Services	APRIL 2019	Management	3-680	16.80	16.80
05/17/2019	Special Dist Mgmt Services	APRIL 2019	Accounting	1-612	5.60	5.60
05/17/2019	Special Dist Mgmt Services	APRIL 2019	Accounting	3-612	8.40	8.40
05/17/2019	Special Dist Mgmt Services	APRIL 2019	Miscellaneous	1-685	14.16	14.16
05/17/2019	Special Dist Mgmt Services	APRIL 2019 2	Management	1-680	22.40	22.40
05/17/2019	Special Dist Mgmt Services	APRIL 2019 2	Management	3-680	33.60	33.60
05/17/2019	Special Dist Mgmt Services	APRIL 2019 2	Accounting	1-612	1,064.00	1,064.00
05/17/2019	Special Dist Mgmt Services	APRIL 2019 2	Accounting	3-612	1,596.00	1,596.00
05/17/2019	Special Dist Mgmt Services	APRIL 2019 2	Miscellaneous	1-685	40.30	40.30
Total 2265:						2,812.46
2266						
05/17/2019	UNCC	219040516	Miscellaneous	1-685	286.84	286.84
Total 2266:						286.84
Grand Totals:						72,413.10

Great Western Park Metropolitan District No.2
May-19

	General	Debt	Capital	Totals
Disbursements	\$ 1,735.02	\$ -	\$ 70,678.08	\$ 72,413.10
		-	-	-
<hr/>				
Total Disbursements	\$ 1,735.02	\$ -	\$ 70,678.08	\$ 72,413.10

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total
2267						
06/14/2019	IDES, LLC	DEN202.09	Capital Outlay	3-760	4,182.80	4,182.80
Total 2267:						4,182.80
2268						
06/14/2019	Martin/Martin	18.1052-00010	Capital Outlay	3-760	17,304.61	17,304.61
Total 2268:						17,304.61
2269						
06/14/2019	McGeady Becher P.C.	937B 4/19	Legal	1-675	202.08	202.08
06/14/2019	McGeady Becher P.C.	937B 4/19	Legal	3-675	318.25	318.25
Total 2269:						520.33
2270						
06/14/2019	Papillion LLC	953	Project Management	3-780	2,896.52	2,896.52
Total 2270:						2,896.52
2271						
06/14/2019	Special Dist Mgmt Services	MAY 2019 1	Management	3-680	5.60	5.60
06/14/2019	Special Dist Mgmt Services	MAY 2019 1	Management	3-680	8.40	8.40
06/14/2019	Special Dist Mgmt Services	MAY 2019 1	Accounting	1-612	50.40	50.40
06/14/2019	Special Dist Mgmt Services	MAY 2019 1	Accounting	3-612	75.60	75.60
06/14/2019	Special Dist Mgmt Services	MAY 2019 1	Miscellaneous	1-685	13.69	13.69
06/14/2019	Special Dist Mgmt Services	MAY 2019 2	Management	1-680	16.80	16.80
06/14/2019	Special Dist Mgmt Services	MAY 2019 2	Management	3-680	25.20	25.20
06/14/2019	Special Dist Mgmt Services	MAY 2019 2	Accounting	1-612	252.00	252.00
06/14/2019	Special Dist Mgmt Services	MAY 2019 2	Accounting	3-612	378.00	378.00
06/14/2019	Special Dist Mgmt Services	MAY 2019 2	Miscellaneous	1-685	21.04	21.04
Total 2271:						846.73
2272						
06/14/2019	Storm Water Asset Protection, L	SWAP09.01	Capital Outlay	3-760	600.00	600.00
Total 2272:						600.00
2273						
06/14/2019	UNCC	219050494	Miscellaneous	1-685	279.74	279.74
Total 2273:						279.74
2274						
06/18/2019	Holsinger Law, LLC	SKYSTONE 6/19	Legal	3-675	600.00	600.00
Total 2274:						600.00
Grand Totals:						27,230.73

Great Western Park Metropolitan District No.2
June-19

	General	Debt	Capital	Totals
Disbursements	\$ 835.75	\$ -	\$ 26,394.98	\$ 27,230.73
		-	-	-
Total Disbursements	\$ 835.75	\$ -	\$ 26,394.98	\$ 27,230.73

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
 Schedule of Cash Position
 March 31, 2019

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
Checking:					
Cash in Bank First Bank		\$ 11,836.42	\$ 94.76	\$ 1,124.42	\$ 13,055.60
Investments:					
Cash in Bank-ColoTrust	2.14%	22,421.85	561,588.99	-	584,010.84
UMB 2016A Cap Int Fund		-	142,722.19	-	142,722.19
UMB Series 2016A Project Fund		-	-	1,588,256.97	1,588,256.97
2016 Sub Bond Fund		-	0.34	-	0.34
UMB COI Account		-	-	-	-
UMB 2016A Debt Svc Reserve		-	884,830.52	-	884,830.52
UMB Surplus		-	360,917.14	-	360,917.14
TOTAL FUNDS:		<u>\$ 34,258.27</u>	<u>\$ 1,950,153.94</u>	<u>\$ 1,589,381.39</u>	<u>\$ 3,573,793.60</u>

2019 Mill Levy Information

Certified General Fund Mill Levy	5.392
Certified Debt Service Fund Mill Levy	47.347
Refunds and Abatements	0.019
Total Certified Mill Levy	<u>52.758</u>

Board of Directors

- Gregg A. Bradbury
- Jeffrey L. Nading
- Charles Church McKay
- Steve Nading
- Brandon Dooling

* Authorized signer on the Checking Account

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

FINANCIAL STATEMENTS

March 31, 2019

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 March 31, 2019

	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	FIXED ASSETS	LONG-TERM DEBT	TOTAL MEMO ONLY
Assets						
Cash in Bank First Bank	\$ 11,836.42	\$ 94.76	\$ 1,124.42			\$ 13,055.60
Cash in Bank-ColoTrust	22,421.85	561,588.99	-	-	-	584,010.84
2016 Sub Bond Fund	-	0.34	-	-	-	0.34
UMB 2016A Cap Int Fund	-	142,722.19	-	-	-	142,722.19
UMB Series 2016A Project Fund	-	-	1,588,256.97	-	-	1,588,256.97
Cash with County Treasurer	-	-	-	-	-	-
UMB 2016A Debt Svc Reserve	-	884,830.52	-	-	-	884,830.52
UMB Surplus	-	360,917.14	-	-	-	360,917.14
Receivable from District 1	12,178.30	-	12,906.50	-	-	25,084.80
Prepaid Expenses	-	-	-	-	-	-
Due from Other Funds	4,930.26	-	-	-	-	4,930.26
Total Current Assets	51,366.83	1,950,153.94	1,602,287.89	-	-	3,603,808.66
Other Debits						
Amount in Debt Service Fund	-	-	-	-	1,950,153.94	1,950,153.94
Amount to be Provided for Debt	-	-	-	-	10,679,832.47	10,679,832.47
Total Other Debits	-	-	-	-	12,629,986.41	12,629,986.41
Capital Assets						
Total Capital Assets	-	-	-	-	-	-
Total Assets	\$ 51,366.83	\$ 1,950,153.94	\$ 1,602,287.89	\$ -	\$ 12,629,986.41	\$ 16,233,795.07
Liabilities						
Accounts Payable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Due to Other Funds	-	-	4,930.26	-	-	4,930.26
2016B Bonds Payable	-	-	-	-	1,555,000.00	1,555,000.00
2016A Bonds Payable	-	-	-	-	11,045,000.00	11,045,000.00
Due to Developer - Operations	-	-	-	-	26,000.00	26,000.00
Developer Interest	-	-	-	-	3,986.41	3,986.41
Total Liabilities	-	-	4,930.26	-	12,629,986.41	12,634,916.67
Deferred Inflows of Resources						
Deferred Property Taxes	-	-	-	-	-	-
Total Deferred Inflows of Resources	-	-	-	-	-	-
Fund Balance						
Fund Balance	24,051.88	1,676,822.49	1,697,182.36	-	-	3,398,056.73
Current Year Earnings	27,314.95	273,331.45	(99,824.73)	-	-	200,821.67
Total fund balances	51,366.83	1,950,153.94	1,597,357.63	-	-	3,598,878.40
Total Liabilities, Deferred Inflows of Resources and Fund Balance	\$ 51,366.83	\$ 1,950,153.94	\$ 1,602,287.89	\$ -	\$ 12,629,986.41	\$ 16,233,795.07

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending,
March 31, 2019
General Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 26,656.29	\$ 29,691.74	\$ 71,071.00	\$ 41,379.26	41.8%
Specific Ownership Taxes	324.01	681.10	2,300.00	1,618.90	29.6%
Developer Advance	-	3,451.29	-	(3,451.29)	0.0%
Interest Income	20.32	63.50	400.00	336.50	15.9%
Total Revenues	<u>27,000.62</u>	<u>33,887.63</u>	<u>73,771.00</u>	<u>39,883.37</u>	<u>45.9%</u>
Expenditures					
Accounting	1,377.60	2,277.10	7,500.00	5,222.90	30.4%
Audit	-	28.00	5,500.00	5,472.00	0.5%
Election	-	-	-	-	
Insurance/SDA Dues	-	3,402.03	3,500.00	97.97	97.2%
Legal	653.00	(249.77)	11,000.00	11,249.77	-2.3%
Management	685.60	757.12	10,500.00	9,742.88	7.2%
Miscellaneous	610.69	(87.17)	1,500.00	1,587.17	-5.8%
Treasurer's Fees	399.84	445.37	1,066.00	620.63	41.8%
Emergency Reserve	-	-	2,213.00	2,213.00	0.0%
Total Expenditures	<u>3,726.73</u>	<u>6,572.68</u>	<u>42,779.00</u>	<u>36,206.32</u>	<u>15.4%</u>
Excess (Deficiency) of Revenues Over Expenditures	23,273.89	27,314.95	30,992.00	3,677.05	
Change in Fund Balance	23,273.89	27,314.95	30,992.00	3,677.05	
Beginning Fund Balance		24,051.88	20,763.00	(3,288.88)	
Ending Fund Balance	<u>\$ 23,273.89</u>	<u>\$ 51,366.83</u>	<u>\$ 51,755.00</u>	<u>\$ 388.17</u>	

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending,
March 31, 2019
Debt Service Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Property Tax Revenue	\$ 234,162.05	\$ 260,826.97	\$ 624,072.00	\$ 363,245.03	41.8%
Specific Ownership Taxes	2,846.32	5,983.16	28,500.00	22,516.84	21.0%
Interest Income	3,979.03	11,067.53	25,000.00	13,932.47	44.3%
Total Revenues	<u>240,987.40</u>	<u>277,877.66</u>	<u>677,572.00</u>	<u>399,694.34</u>	<u>41.0%</u>
Expenditures					
Bond Interest	-	-	540,600.00	540,600.00	0.0%
Bond Interest - 2016B	-	-	112,738.00	112,738.00	0.0%
Paying Agent/Trustee Fees	-	-	5,500.00	5,500.00	0.0%
Miscellaneous Expense	213.37	633.81	-	(633.81)	0.0%
Treasurer's Fees	3,512.43	3,912.40	9,361.00	5,448.60	41.8%
Total Expenditures	<u>3,725.80</u>	<u>4,546.21</u>	<u>668,199.00</u>	<u>663,652.79</u>	<u>0.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	237,261.60	273,331.45	9,373.00	(263,958.45)	
Change in Fund Balance	237,261.60	273,331.45	9,373.00	(263,958.45)	
Beginning Fund Balance	-	1,676,822.49	1,549,440.00	(127,382.49)	
Ending Fund Balance	<u>\$ 237,261.60</u>	<u>\$ 1,950,153.94</u>	<u>\$ 1,558,813.00</u>	<u>\$ (391,340.94)</u>	

GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 3 Months Ending,
March 31, 2019
Capital Projects Fund

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Under/(Over) Budget</u>	<u>% of Budget</u>
Revenues					
Interest Income	\$ 3,385.93	\$ 10,554.09	\$ 500.00	\$ (10,054.09)	2110.8%
Total Revenues	<u>3,385.93</u>	<u>10,554.09</u>	<u>500.00</u>	<u>(10,054.09)</u>	<u>2110.8%</u>
Expenditures					
Accounting	2,066.40	4,134.90	-	(4,134.90)	0.0%
Legal	979.50	1,882.27	-	(1,882.27)	0.0%
Management	1,028.40	1,628.88	-	(1,628.88)	0.0%
Miscellaneous Expense	351.32	2,189.33	-	(2,189.33)	0.0%
Capital Outlay	98,921.60	100,543.44	-	(100,543.44)	0.0%
Total Expenditures	<u>103,347.22</u>	<u>110,378.82</u>	<u>-</u>	<u>(110,378.82)</u>	<u>0.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	(99,961.29)	(99,824.73)	500.00	100,324.73	
Other Financing Sources (Uses)					
Transfer to District No. 1	-	-	-	-	
Total Other Financing Sources (Uses)	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	
Change in Fund Balance	(99,961.29)	(99,824.73)	500.00	100,324.73	
Beginning Fund Balance	-	1,697,182.36	(3,360.00)	(1,700,542.36)	
Ending Fund Balance	<u>\$ (99,961.29)</u>	<u>\$ 1,597,357.63</u>	<u>\$ (2,860.00)</u>	<u>\$ (1,600,217.63)</u>	

**Great Western Park
Metro District No. 2**

**District Expenditures
Verification**

For

September, 2018

through

January, 2019



May 16, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR SEPTEMBER 2018 THROUGH JANUARY 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$64,601.58** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 September 1, 2018 - January 31, 2019

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$0.00	\$23,420.00	
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$3,817.00	\$36,183.00	through inv DEN202.04
Martin/Martin Consulting Engineers	Engineering and Surveying	1-2	\$202,500.00	\$40,203.98	\$162,296.02	through inv #4
Papillon LLC	Management	1	\$60,000.00	\$0.00	\$60,000.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Consultant Agreements			\$325,920.00	\$44,020.98	\$281,899.02	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$325,920.00	\$44,020.98	\$281,899.02
TOTAL	\$325,920.00	\$44,020.98	\$281,899.02

Great Western Park Metro District No. 2

District Expenditures Verification For February 2019



May 16, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR FEBRUARY 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$6,228.70** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment A

**Great Western Park Metropolitan District No. 2
District Expenditure Verification Report
February, 2019**

Vendor (See Note 1 Below)	Description	Invoice Number	Invoice Date	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
O&M Expenditures (Feb. 2019)	Various Products or Services	Varies	N/A	\$ 2,422.86	\$ 2,422.86	\$ -
Independent District Engineering Services, LLC	District Engineering Oversight	202.05	1/31/2019	\$ 1,621.84	\$ 1,621.84	\$ -
Special District Management Services, Inc.	District Management	GWPM1.00	1/31/2019	\$ 814.80	\$ 814.80	\$ -
Special District Management Services, Inc.	District Management	GWPM2.00	1/31/2019	\$ 1,369.20	\$ 1,369.20	\$ -
Total Expenditures (O&M + Vendor)				\$ 6,228.70	\$ 6,228.70	\$ -

Note 1: Operating and Maintenance (O&M) Expenditure information is provided by SDMS monthly. Invoices are not reviewed or verified by IDES, but are included to show total District General and Capital Outlay Account expenditures for the month.

Summary of Previous Expenditures

Description	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
September 1, 2018 Through January 31, 2019	\$64,601.58	\$64,601.58	\$0.00
February, 2019 (Current)	\$6,228.70	\$6,228.70	\$0.00
Total	\$70,830.28	\$70,830.28	\$0.00

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 February, 2019

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$0.00	\$23,420.00	
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$5,438.84	\$34,561.16	through inv DEN202.05
Martin/Martin Consulting Engineers	Engineering and Surveying	1-2	\$202,500.00	\$40,203.98	\$162,296.02	through inv #4
Papillon LLC	Management	1	\$60,000.00	\$0.00	\$60,000.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Consultant Agreements			\$325,920.00	\$45,642.82	\$280,277.18	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$325,920.00	\$45,642.82	\$280,277.18
TOTAL	\$325,920.00	\$45,642.82	\$280,277.18

Great Western Park Metro District No. 2

District Expenditures Verification For March 2019



May 16, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR MARCH 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$106,292.79** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment A

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 March, 2019

Vendor (See Note 1 Below)	Description	Invoice Number	Invoice Date	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
O&M Expenditures (Feb. 2019)	Various Products or Services	Varies	N/A	\$ 3,296.89	\$ 3,296.89	\$ -
A. G. Wassenaar	Geotechnical Services	299830	2/13/2019	\$ 6,000.00	\$ 6,000.00	\$ -
Independent District Engineering Services, LLC	District Engineering Oversight	202.06	2/28/2019	\$ 1,540.00	\$ 1,540.00	\$ -
Martin/Martin Consulting Engineers	Engineering and Surveying Services	18.1052-00005	1/8/2019	\$ 20,807.83	\$ 20,807.83	\$ -
Martin/Martin Consulting Engineers	Engineering and Surveying Services	18.1052-00006	2/8/2019	\$ 60,851.03	\$ 60,851.03	\$ -
Martin/Martin Consulting Engineers	CLOMR Review Fee	3/15/19 email	3/15/2019	\$ 6,500.00	\$ 6,500.00	\$ -
McGeady Becher P.C.	Legal	936B	1/31/2019	\$ 48.00	\$ 48.00	\$ -
McGeady Becher P.C.	Legal	937B	1/31/2019	\$ 931.50	\$ 931.50	\$ -
Papillon LLC	Management	905	2/28/2019	\$ 3,222.74	\$ 3,222.74	\$ -
Special District Management Services, Inc.	District Management	GWPM1.00	2/28/2019	\$ 1,018.20	\$ 1,018.20	\$ -
Special District Management Services, Inc.	District Management	GWPM2.00	2/28/2019	\$ 2,076.60	\$ 2,076.60	\$ -
Total Expenditures (O&M + Vendor)				\$ 106,292.79	\$ 106,292.79	\$ -

Note 1: Operating and Maintenance (O&M) Expenditure information is provided by SDMS monthly. Invoices are not reviewed or verified by IDES, but are included to show total District General and Capital Outlay Account expenditures for the month.

Summary of Previous Expenditures

Description	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
September 1, 2018 Through January 31, 2019	\$64,601.58	\$64,601.58	\$0.00
February, 2019	\$6,228.70	\$6,228.70	\$0.00
March, 2019 (Current)	\$106,292.79	\$106,292.79	\$0.00
Total	\$177,123.07	\$177,123.07	\$0.00

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 March, 2019

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$6,000.00	\$17,420.00	thru inv 299830
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$6,978.84	\$33,021.16	thru inv DEN202.06
Martin/Martin Consulting Engineers	Engineering and Surveying	1-2	\$202,500.00	\$121,862.84	\$80,637.16	thru inv 18.1052-00006
Papillon LLC	Management	1	\$60,000.00	\$3,222.74	\$56,777.26	thru inv 905
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Consultant Agreements			\$325,920.00	\$138,064.42	\$187,855.58	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$325,920.00	\$138,064.42	\$187,855.58
TOTAL	\$325,920.00	\$138,064.42	\$187,855.58

Great Western Park Metro District No. 2

District Expenditures Verification For April 2019



May 16, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR APRIL 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$33,662.73** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment A

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 April, 2019

Vendor (See Note 1 Below)	Description	Invoice Number	Invoice Date	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
O&M Expenditures (March 2019)	Various Products or Services	Varies	N/A	\$ 1,932.87	\$ 1,932.87	\$ -
A. G. Wassenaar	Geotechnical Services	300542	3/8/2019	\$ 8,500.00	\$ 8,500.00	\$ -
Independent District Engineering Services, LLC	District Engineering Oversight	DEN202.07	3/31/2019	\$ 1,855.00	\$ 1,855.00	\$ -
Martin/Martin Consulting Engineers	Engineering and Surveying Services	18.1052-00007	3/7/2019	\$ 15,862.90	\$ 15,862.90	\$ -
McGeady Becher P.C.	Legal	936B	2/28/2019	\$ 686.40	\$ 686.40	\$ -
McGeady Becher P.C.	Legal	937B	2/28/2019	\$ 439.80	\$ 439.80	\$ -
Papillon LLC	Management	907	2/28/2019	\$ 3,150.96	\$ 3,150.96	\$ -
Special District Management Services, Inc.	District Management	GWPM1.00	3/31/2019	\$ 386.40	\$ 386.40	\$ -
Special District Management Services, Inc.	District Management	GWPM2.00	3/31/2019	\$ 848.40	\$ 848.40	\$ -
Total Expenditures (O&M + Vendor)				\$ 33,662.73	\$ 33,662.73	\$ -

Note 1: Operating and Maintenance (O&M) Expenditure information is provided by SDMS monthly. Invoices are not reviewed or verified by IDES, but are included to show total District General and Capital Outlay Account expenditures for the month.

Summary of Previous Expenditures

Description	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
September 1, 2018 Through January 31, 2019	\$64,601.58	\$64,601.58	\$0.00
February, 2019	\$6,228.70	\$6,228.70	\$0.00
March, 2019	\$106,292.79	\$106,292.79	\$0.00
April, 2019 (Current)	\$33,662.73	\$33,662.73	\$0.00
Total	\$210,785.80	\$210,785.80	\$0.00

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 April, 2019

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$14,500.00	\$8,920.00	thru inv #300542
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$8,833.84	\$31,166.16	thru inv DEN202.07
Martin/Martin Consulting Engineers	Engineering and Surveying	1-2	\$202,500.00	\$137,725.74	\$64,774.26	thru inv 18.1052-00007
Papillon LLC	Management	1	\$60,000.00	\$6,373.70	\$53,626.30	thru inv 907
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
			\$0.00	\$0.00	\$0.00	
Total Consultant Agreements			\$325,920.00	\$167,433.28	\$158,486.72	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$325,920.00	\$167,433.28	\$158,486.72
TOTAL	\$325,920.00	\$167,433.28	\$158,486.72

Great Western Park Metropolitan District No. 2

**District Expenditures
Verification
For
May 2019**



May 20, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR MAY 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice review and payment process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing District contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$72,413.10** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment B

Great Western Park Metropolitan District No. 2
 District Expenditure Verification Report
 Vendor Contract Summary
 May, 2019

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$14,500.00	\$8,920.00	thru inv #300542
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$9,903.84	\$30,096.16	thru inv DEN202.08
Martin/Martin Consulting Engineers	Engineering and Surveying	1-3	\$214,826.00	\$169,026.40	\$45,799.60	thru inv 18.1052-00008
Papillon LLC	Management	1	\$60,000.00	\$8,431.55	\$51,568.45	thru inv 951
SWAP, LLC	Stormwater Management	1	\$10,000.00	\$0.00	\$10,000.00	no billings to date
Total Consultant Agreements			\$348,246.00	\$201,861.79	\$146,384.21	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$348,246.00	\$201,861.79	\$146,384.21
TOTAL	\$348,246.00	\$201,861.79	\$146,384.21

Great Western Park Metropolitan District No. 2

**District Expenditures
Verification
For
June 2019**



June 25, 2019

Great Western Park Metropolitan District No. 2
Attn: Board of Directors
141 Union Blvd., Suite 150
Lakewood, CO 80228

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY GREAT WESTERN PARK METROPOLITAN DISTRICT NO. 2

VERIFICATION FOR JUNE 2019

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Great Western Park Metropolitan District No. 2 (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Skyestone Development located in the City of Broomfield, Colorado (Project). Some of the District contracts may have expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice review and payment process. Invoices which are paid through General or Debt Fund categories were not reviewed, but are shown as Operating and Maintenance Expenditures to reflect the grand total of District expenditures for the month. These findings are listed in Attachment A. A Contract Summary is also provided, detailing District contract amounts and balances through this period, and are listed in Attachment B.

SUMMARY AND RECOMMENDATION

After completing the activities identified, in our professional opinion, we have concluded the following:

1. At this time and based upon the information provided, we find **\$27,230.73** of the District Expenditures were appropriately classified as District Eligible Expenses.
2. At this time and based upon the information provided, we find **\$00.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

Should you have any questions or require further information please feel free to contact me.

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments A and B

Attachment A

**Great Western Park Metropolitan District No. 2
District Expenditure Verification Report
June, 2019**

Vendor (See Note 1 Below)	Description	Invoice Number	Invoice Date	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
O&M Expenditures (June 2019)	Various Products or Services	Varies	N/A	\$ 835.75	\$ 835.75	\$ -
Holsinger Law, LLC	Legal - Ditch Agreement	6/4/19 Email	6/4/2019	\$ 600.00	\$ 600.00	\$ -
Independent District Engineering Services, LLC	District Engineering Oversight	DEN202.09	5/31/2019	\$ 4,182.80	\$ 4,182.80	\$ -
Martin/Martin Consulting Engineers	Engineering	18.1052-00010	5/14/2019	\$ 17,304.61	\$ 17,304.61	\$ -
McGeady Becher P.C.	Legal - District	937B	4/30/2019	\$ 318.25	\$ 318.25	\$ -
Papillon LLC	Management	953	6/10/2019	\$ 2,896.52	\$ 2,896.52	\$ -
Special District Management Services, Inc.	District Management	GWPMD1.00	5/31/2019	\$ 5.60	\$ 5.60	\$ -
Special District Management Services, Inc.	District Management	GWPMD1.00	5/31/2019	\$ 8.40	\$ 8.40	\$ -
Special District Management Services, Inc.	District Management	GWPMD1.00	5/31/2019	\$ 75.60	\$ 75.60	\$ -
Special District Management Services, Inc.	District Management	GWPMD2.00	5/31/2019	\$ 25.20	\$ 25.20	\$ -
Special District Management Services, Inc.	District Management	GWPMD2.00	5/31/2019	\$ 378.00	\$ 378.00	\$ -
Storm Water Asset Protection, LLC	Storm Water Management	SWAP09.01	5/31/2019	\$ 600.00	\$ 600.00	\$ -
Total Expenditures (O&M + Vendor)				\$ 27,230.73	\$ 27,230.73	\$ -

Note 1: Operating and Maintenance (O&M) Expenditure information is provided by SDMS monthly. These invoices are not reviewed or verified by IDES, but are included to show total District General and Capital Outlay Account expenditures for the month.

Summary of Previous Expenditures

Description	Invoiced Amount	District Eligible Expenditures	Non Eligible Expenditures
September 1, 2018 Through January 31, 2019	\$64,601.58	\$64,601.58	\$0.00
February, 2019	\$6,228.70	\$6,228.70	\$0.00
March, 2019	\$106,292.79	\$106,292.79	\$0.00
April, 2019	\$33,662.73	\$33,662.73	\$0.00
May, 2019	\$72,413.10	\$72,413.10	\$0.00
June, 2019 (Current)	\$27,230.73	\$27,230.73	\$0.00
Total	\$310,429.63	\$310,429.63	\$0.00

Attachment B

**Great Western Park Metropolitan District No. 2
District Expenditure Verification Report
Vendor Contract Summary
June, 2019**

Contractors

Contractor	District Eligible Contract Amount	District Eligible Change Orders Amount	Total District Eligible Contract Amount	Amount Paid	Amount Remaining	Comments
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Total Contracts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Consultants

Consultant	Description	Task Orders	District Eligible Task Order Amount	Amount Paid	Amount Remaining	Comments
A. G. Wassenaar	Geotechnical	1	\$23,420.00	\$14,500.00	\$8,920.00	thru inv #300542
IDES, LLC	District Engineering Mgmt	1	\$40,000.00	\$14,086.64	\$25,913.36	thru inv DEN202.09
Martin/Martin	Engineering and Surveying	1-4	\$219,826.00	\$186,331.01	\$33,494.99	thru inv 18.1052-00010
Papillon LLC	Management	1	\$60,000.00	\$11,328.07	\$48,671.93	thru inv 953
SWAP, LLC	Stormwater Management	1	\$10,000.00	\$600.00	\$9,400.00	thru inv SWAP09.01
Total Consultant Agreements			\$353,246.00	\$226,845.72	\$126,400.28	

Combined Totals

	Contracts Total	Amount Paid	District Amount Remaining
Contractor Contracts and Change Orders	\$0.00	\$0.00	\$0.00
Consultant Agreements, Task/Work Orders	\$353,246.00	\$226,845.72	\$126,400.28
TOTAL	\$353,246.00	\$226,845.72	\$126,400.28



Middle South Platte River Wetland Mitigation Bank

CERTIFICATE OF WETLAND CREDIT PURCHASE

To: U.S. Army Corps of Engineers, Omaha District, Tri-Lakes Field Office

From: Middle South Platte River Wetland Mitigation Bank

This CERTIFICATE shall serve as verification and notice that payment in full has been received from the named applicant for the purchase of the number of wetland mitigation credits set forth below. This CERTIFICATE is not valid unless signed by a member of Middle South Platte River Wetlands, LLC.

WETLAND BANK: Middle South Platte River Wetland Mitigation Bank

Corps File Number: NWO-2018-00415-DEN

Applicant: Jefferson Center Metro District No. 1

Project: Candelas at Highway 93 and Highway 72

Credits Purchased: 0.50

Wetland Banker: _____

John Ryan
Member
Middle South Platte River Wetlands, LLC

VOID
5-4-19

Date: 4/4/2018



Middle South Platte River Wetland Mitigation Bank

CERTIFICATE OF WETLAND CREDIT PURCHASE

To: U.S. Army Corps of Engineers, Omaha District, Tri-Lakes Field Office

From: Middle South Platte River Wetland Mitigation Bank

This CERTIFICATE shall serve as verification and notice that payment in full has been received from the named applicant for the purchase of the number of wetland mitigation credits set forth below. This CERTIFICATE is not valid unless signed by a member of Middle South Platte River Wetlands, LLC.

WETLAND BANK: Middle South Platte River Wetland Mitigation Bank

Corps File Number: NW0-2018-02099

Applicant: Jefferson Center Metro District No. 1

Project:

Credits Purchased: 0.32

Wetland Banker:

John Ryan
Member
Middle South Platte River Wetlands, LLC

Date: 5/4/2019



Middle South Platte River Wetland Mitigation Bank

CERTIFICATE OF WETLAND CREDIT PURCHASE

To: U.S. Army Corps of Engineers, Omaha District, Tri-Lakes Field Office

From: Middle South Platte River Wetland Mitigation Bank

This CERTIFICATE shall serve as verification and notice that payment in full has been received from the named applicant for the purchase of the number of wetland mitigation credits set forth below. This CERTIFICATE is not valid unless signed by a member of Middle South Platte River Wetlands, LLC.

WETLAND BANK: Middle South Platte River Wetland Mitigation Bank

Corps File Number: NW0-2018-00415

Applicant: Jefferson Center Metro District No. 1

Project:

Credits Purchased: 0.18

Wetland Banker:


John Ryan
Member
Middle South Platte River Wetlands, LLC

Date: 5/4/2019

SDMS

141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898
303-987-0835 • Fax: 303-987-2032

MEMORANDUM

TO: Board of Directors
FROM: Deborah D. McCoy 
President
DATE: June, 2019
RE: Notice of Rate Restructuring

In accordance with the Management Agreement (“Agreement”) between the District and Special District Management Services, Inc. (“SDMS”), as of August 1, 2019, the hourly rates described in Article III for all services provided by SDMS shall be subject to the following rate restructuring schedule.

District Management & Administration:

Senior Managers and Managers	\$140.00 - \$190.00
Assistant Managers & Admin. Coordinators	\$115.00 - \$150.00

Finance & Accounting:

Senior Accountants and Accountants	\$130.00 - \$160.00
Assistant Accountants & AP Coordinators	\$110.00 - \$150.00

Utility Billing Service: \$65.00

Operations, Maintenance and Field Services: \$75.00 - \$95.00

Community Management:

Managers and Assistant Managers	\$ 95.00 - \$140.00
Administrative Support	\$ 75.00 - \$140.00

SDMS is one of the few consultants that has not adopted a variable rate structure. We hope you will understand that, in order to keep up with the changes in our industry, it is beneficial to implement this rate restructuring so that we may continue to provide the best and most efficient management services you expect from SDMS.

We look forward to serving you for many years to come. Please feel free to speak directly with your current District Manager if you have questions.