

# CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1

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

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expires:</u>
Chad Murphy	President	2022/May 2020
Richard Cross	Treasurer	2020/May 2020
John (“Jay”) W. Despard	Assistant Secretary	2022/May 2020
Matthew B. Greenberg	Assistant Secretary	2020/May 2020
<b>VACANT</b>		2022/May 2020
Ann E. Finn	Secretary	

**DATE:**        **February 19, 2020**

**TIME:**        **11:30 a.m.**

**PLACE:**        Hines  
1144 15th Street, Suite 3675  
Denver, Colorado 80202

### I.        ADMINISTRATIVE MATTERS

A.        Disclosure of Potential Conflicts of Interest.

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

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C.        Review and approve the Minutes of the December 2, 2019 regular meeting (enclosure).

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D.        Discuss status of election and vacant position on the Board.

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### II.       LEGAL MATTERS

A.        Consider approval of an Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and Crowfoot Valley Ranch Metropolitan District No. 1 (enclosure).

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- B. Consider approval of an Extra-Territorial Wastewater Service IGA between Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2 (enclosure).
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III. CAPITAL IMPROVEMENTS

- A. Discuss status of the Off-Site Sanitary Improvement Project (Iron Women Construction and Environmental Services, LLC).
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- 1. Review and consider approval of Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$110,780.00 (enclosure).
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- 2. Review and consider approval of Change Order No. 2 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$22,925.00 (enclosure).
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- B. Discuss status of the On-Site Wet Utilities Project (Iron Women Construction and Environmental Services, LLC).
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- C. Discuss status of RFQ for concrete, paving and other construction related work.
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V. OTHER BUSINESS

- A. \_\_\_\_\_
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 2, 2020.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1 HELD DECEMBER 2, 2019

A regular meeting of the Board of Directors (the "Board") of the Crowfoot Valley Ranch Metropolitan District No. 1 (the "District") was convened on Monday, the 2nd day of December, 2019, at 9:30 a.m., at Hines, 1144 15th Street, Suite 3675, Denver, Colorado 80202. The meeting was open to the public.

#### ATTENDANCE

##### Directors In Attendance Were:

Chad Murphy  
Richard Cross  
John ("Jay") W. Despard  
Matthew B. Greenberg (for a portion of the meeting)

##### Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Matthew Ruhland, Esq. and Joe Norris, Esq.; Collins Cockrel & Cole, P.C.

Jason Carroll and Paul Wilson, CliftonLarsonAllen, LLP

Ryan Marsh; Hines

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts 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 and to the Secretary of State.

Attorney Ruhland 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. It was noted that all Directors' Disclosure Statements have been filed.

## RECORD OF PROCEEDINGS

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### ADMINISTRATIVE MATTERS

**Agenda:** The Board reviewed a proposed Agenda for the District's regular meeting.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy 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 Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries or within Douglas County, or within 20 miles of its boundaries, to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that a Resolution to Conduct Meeting Outside of District Boundaries and Douglas County was adopted at the previous Board meeting, notice of this 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.

**Minutes:** The Board reviewed the Minutes of the July 31, 2019 special meeting.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Minutes of the July 31, 2019 special meeting were approved, as presented.

**Resolution No. 2019-12-01; Resolution Concerning 2020 Annual Administration Matters:** The Board entered into discussion regarding Resolution No. 2019-12-01; Resolution Concerning 2020 Annual Administrative Matters.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-12-01; Resolution Concerning 2020 Annual Administrative Matters. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

**2020 Regular Meetings:** Ms. Finn reviewed the business to be conducted in 2020 to meet the statutory compliance requirements. The Board, determined to meet on March 2, June 1, September 7, and December 7, 2020 at 1:00 p.m.

## RECORD OF PROCEEDINGS

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**Resolution No. 2019-12-02; Resolution Designating Meeting Location:**

Attorney Ruhland reviewed with the Board Resolution No. 2019-12-02: Resolution to Conduct Meeting Outside of District Boundaries and Douglas County.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-12-02; Resolution to Conduct Meeting Outside of District Boundaries and Douglas County. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

### **FINANCIAL MATTERS**

**Payment of Claims:** The Board considered approval of the payment of claims for the period beginning July 1, 2019 through October 31, 2019, in the amount of \$223,543.76.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the payment of claims for the period beginning July 1, 2019 through October 31, 2019, in the amount of \$223,543.76.

**Unaudited Financials and Cash Position Schedule:** Mr. Wilson reviewed for the Board the unaudited financial statements of the District setting forth the cash deposits, investments, budget analysis, and accounts payable vouchers for the period ending October 31, 2019 and the schedule of cash position statement updated as of November 26, 2019.

The Board directed Mr. Wilson to invest \$10m in bond proceeds longer than a 12-month investment.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the unaudited financial statements and the schedule of cash position statement were accepted, as presented.

**2019 Audit:** The Board discussed the engagement of an auditor to perform the 2019 Audit.

Following discussion, upon motion duly made by President Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board approved the engagement of an Auditor to perform the 2019 Audit, for an amount not to exceed \$5,000.

## RECORD OF PROCEEDINGS

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**2020 Budget:** The President opened the public hearing to consider the proposed 2020 Budget and 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. Carroll reviewed the estimated 2019 revenues and expenditures and proposed 2020 revenues and expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2019-12-03 to Adopt the 2020 Budget and Appropriate Sums of Money and Set Mill Levies (for the General Fund at 77.929 mills and Other Funds (Fire Protection) at 7.514 mills, for a total mill levy of 85,443 mills). Upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Resolution was adopted, as discussed, 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, 2019 and verification of Fire Protection mill levy. Mr. Wilson was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Douglas County and Ms. Finn was authorized to transmit the Certification of Mill Levies to the Division of Local Government, not later than December 15, 2019. Ms. Finn was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2020. Copies of the adopted Resolution is attached to these minutes and incorporated herein by this reference.

### **LEGAL MATTERS**

**Resolution No. 2019-12-04; Resolution Concerning Regular Election to be Held May 5, 2020:** The Board discussed the upcoming May 5, 2020 Regular Election.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-12-04; Resolution Calling for the 2020 Regular District Election and Appointing a Designated Election Official to be held on May 5, 2020. The Board appointed Micki L. Mills as the Designated Election Official and authorized her to perform all tasks required for the May 5, 2020 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

## RECORD OF PROCEEDINGS

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*Board Vacancy:* The Board discussed appointing a new director and/or have them run for election.

**Resolution Determining Not to Provide Workers' Compensation Insurance Coverage for Uncompensated Members of the Board of Directors:** Attorney Ruhland presented to the Board a Resolution Determining Not to Provide Workers' Compensation Insurance Coverage for Uncompensated Members of the Board of Directors.

Following discussion, the Board determined to bind Workers Compensation for the Board of Directors.

*Excess Liability:* The Board discussed obtaining excess liability coverage for the District. Following discussion, The Board determined not to carry excess liability coverage at this time.

**Resolution No. 2019-12-05, Resolution Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests:** Attorney Ruhland reviewed with the Board Resolution No. 2019-12-05, Resolution Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests.

Following review and discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-12-05, Resolution Designating the Official Custodian of Records and Adopting a Policy on Responding to Open Records Requests. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

**Assignment of Easement Agreement between the District and the Town of Castle Rock:** Attorney Ruhland reviewed with the Board an Assignment of Easement Agreement between the District and the Town of Castle Rock.

Following review and discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved the Assignment of Easement Agreement between the District and the Town of Castle Rock.

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### **CAPITAL IMPROVEMENTS**

**On-Site Wet Utilities Project (Iron Women Construction and Environmental Services, LLC):** Mr. Marsh updated the Board on the status of the On-Site Wet Utilities Project. No action was needed by the Board.

**RECORD OF PROCEEDINGS**

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**Agreement between the District and Iron Women Construction and Environmental Services, LLC for Off-Site Sanitary Improvement Project:**

The Board discussed the Agreement between the District and Iron Women Construction and Environmental Services, LLC for the Off-Site Sanitary Improvement Project.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board ratified approval of the Agreement between the District and Iron Woman Construction and Environmental Services LLC (“Contractor”), for the Off-Site Sanitary Improvement Project, in the amount of \$1,533,071.

**Off-Site Sanitary Improvement Project:** There was no discussion at this time.

**Request for Qualifications (RFQ) for concrete, paving and other construction related work:** There was no discussion at this time.

**OTHER  
BUSINESS**

There was no other business to discuss at this time.

**ADJORNMENT**

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

Respectfully submitted,

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



**RESOLUTION NO. 2019-12-01**

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF  
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1 (2020)**

STATE OF COLORADO                    )  
  ) ss.  
CITY AND COUNTY OF DENVER        )

At a special meeting of the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 1, Douglas County, Colorado, held at 1144 15<sup>th</sup> Street, Suite 3675, Denver, Colorado, on Monday, December 2, 2019, at 9:30 a.m., there were present:

Chad Murphy  
Matt Greenberg  
Jay Despard  
Richard Cross

Absent: None.

Also present were: Matt Ruhland, Collins Cockrel & Cole, P.C., Jason Carroll, CliftonLarsonAllen, LLP, and Ann Finn, Special District Management Services.

When the following proceedings were had and done, to wit:

It was moved by Director Cross to adopt the following Resolution and ratify actions taken in connection herewith:

WHEREAS, the Crowfoot Valley Ranch Metropolitan District No. 1 (the “District”) was organized as a special district pursuant to an Order of the District Court in and for Douglas County, Colorado (the “County”), and is located entirely within the County; and

WHEREAS, the Board of Directors of the District (the “Board”) has a duty to perform certain obligations in order to assure the efficient operation of the District; and

WHEREAS, the Directors may receive compensation for their services subject to the limitations imposed by § 32-1-902(3)(a) (II), C.R.S.; and

WHEREAS, § 32-1-103(15), C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

WHEREAS, § 24-6-402(2)(c), C.R.S., specifies the duty of the Board at its first meeting of the calendar year to designate a public posting place within the boundaries of the District for notices of meetings, in addition to any other means of notice; and

WHEREAS, § 32-1-903(1), C.R.S., requires that the Board shall meet regularly at a time and in a place to be designated by the Board; and

WHEREAS, in accordance with the Colorado Governmental Immunity Act, the Board is given authority to obtain insurance against liability for injuries for which the District may be liable under the Governmental Immunity Act, pursuant to § 24-10-115, C.R.S.; and

WHEREAS, §§ 32-1-901(2) and 32-1-902(2), C.R.S., require the District to obtain an individual, schedule or blanket surety bond in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file such bond with the District Court and the Division of Local Government (the "Division"); and

WHEREAS, § 32-1-306, C.R.S. requires the District to file a current, accurate map of its boundaries with the County Assessor, County Clerk and Recorder and the Division on or before January 1<sup>st</sup> of each year; and

WHEREAS, § 32-1-809, C.R.S., requires that the District, between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year, provide notice to the eligible electors of the District (the "Transparency Notice"), which notice shall contain the following information:

- The address and telephone number of the principal business office;
- The name and business telephone number of the manager or other primary contact person;
- The names of and contact information for members of the board, the name of the board chair, and the name of each member whose office will be on the ballot at the next regular special district election;
- The times and places designated for regularly scheduled meetings of the board during the year, and the place where notice of board meetings is posted pursuant to § 24-6-402(2)(c) C.R.S.;
- The current mill levy, and total ad valorem tax revenue received during the last year;
- The date of the next regular special district election of board members;
- The procedure and time to submit a self-nomination form for election to the board;
- Information on the procedures to request permanent absentee voter status; and
- The address of any web site on which the special district's election results will be posted.

The Transparency Notice shall be filed with the Division, Board of County Commissioners, County Assessor, County Treasurer and County Clerk and Recorder of each county in which the special district is located, and with the governing body of any municipality in which the special district is located, and shall be provided to electors in one or more of the following ways:

- Mailing the notice separately to each household where one or more eligible electors of the special district resides;
- Including the notice as a prominent part of a newsletter, annual report, billing statement, letter, voter information card or other notice sent by the special district to the eligible electors;
- Posting the information on the official web site of the special district if there is a link to the district's web site on the official web site of the Division;
- For any district that is a member of the Special District Association, by mailing or electronically transmitting the notice to the Special District Association, which shall post the notice on its website.

WHEREAS, the Local Government Budget Law of Colorado, §§ 29-1-101, *et seq.*, C.R.S., requires the Board to hold a public hearing on proposed budgets and amendments thereto, to adopt budgets, and to file copies of the budgets and amendments thereto; and

WHEREAS, in accordance with the Public Securities Information Reporting Act, §§ 11-58-101, *et seq.*, C.R.S., issuers of non-rated public securities issued to the public must file an annual report with the Department of Local Affairs; and

WHEREAS, § 32-1-104.8, C.R.S., requires the District to record a Special District Disclosure Document and a map of the boundaries of the District with the County Clerk and Recorder at the time of recording any decree or order organizing a special district or including additional property in a special district; and

WHEREAS, in accordance with § 29-1-604(1), C.R.S., if expenditures and revenues of the District are not in excess of \$100,000, the District may file an application for exemption from audit with the State auditor; or, in accordance with § 29-1-604(2), C.R.S., if expenditures and revenues of the District are at least \$100,000 but not more than \$750,000 the District may file an application for exemption from audit with the State Auditor, or in accordance with § 29-1-603, C.R.S., the governing body of the District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer; and

WHEREAS, elections may be held pursuant to the Special District Act and the Colorado Local Government Election Code or the Uniform Election Code of 1992 for the purpose of (1) electing members of the Board; (2) to present certain ballot issues to the eligible electors of the District as required by Article X, § 20 of the Colorado Constitution; and (3) to present certain ballot questions to the eligible electors of the District; and

WHEREAS, § 32-1-804(2), C.R.S., states that all powers and authority granted to the governing body of a political subdivision may be exercised by the appointed Designated Election Official; and

WHEREAS, § 1-13.5-502, C.R.S., specifies that the Board shall publish notice of election, including polling place locations, no later than 20 days prior to an election, and shall post notices no later than 20 days prior to the election; and

WHEREAS, § 32-1-1101.5, C.R.S., requires the District to certify results of any election to incur general obligation indebtedness to the Board of County Commissioners of each county in which the special district is located or to the governing body of the municipality that has adopted a resolution of approval of the District, and with the Division of Securities; and

WHEREAS, § 32-1-1604, C.R.S., requires within 30 days of incurring or authorizing general obligation debt that the District shall record a notice of such debt with the County Clerk and Recorder, on a form prescribed by the Division; and

WHEREAS, in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S., either the Board of County Commissioners of each county in which the District is located, or the governing body of the municipality that has adopted a resolution of approval of the District, may require the District to file an application for quinquennial finding of reasonable diligence; and

WHEREAS, special district directors are governed by § 32-1-902(3), C.R.S., which requires such directors to disqualify himself/herself from voting on an issue in which he or she has a conflict of interest unless the director has properly disclosed such conflict in compliance with law; and

WHEREAS, § 32-1-902, C.R.S., requires the Board to elect officers, including a Chair of the Board and President of the District, a Treasurer of the Board and District, and a Secretary, who may be a member of the Board; and

WHEREAS, in accordance with the Workers' Compensation Act of Colorado, §§ 8-40-101 – 8-47-101, et seq., C.R.S., the District is required to carry workers' compensation coverage for its employees, but the Board members may opt out of such coverage by the methods prescribed in the Workers' Compensation Act of Colorado; and

WHEREAS, the Board desires to continue engagement of general counsel for the District to assist with providing legal services and to assist with the operation of the District; and

WHEREAS, the Board desires to continue engagement of an accountant for the District to assist with providing financial services and to assist with the financial operations and affairs of the District, and who shall also be designated as the budget officer required to prepare and submit to the Board a proposed District budget by October 15, pursuant to §§ 29-1-104 and 29-1-105(3)(d), C.R.S.; and

WHEREAS, the Board desires to continue engagement of a manager for the District to assist with management services and to assist with the management operations and to manage the affairs of the District; and

WHEREAS, concerning the public records of the District, § 24-72-202(2), C.R.S. defines "Official Custodian" to mean and include any officer or employee of any political subdivision of the state who is responsible for the maintenance, care, and keeping of public records, regardless of whether the records are in his or her actual personal custody and control. The maintenance, care and keeping of public records shall be in accordance with the Colorado Special District Records Management Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1, DOUGLAS COUNTY, COLORADO AS FOLLOWS:

1. The Board of the District determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Douglas County News Press* as the newspaper of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board designates the intersection of Crowfoot Valley Ranch Road and East Scott Road, Castle Rock, Colorado, as the designated posting location of the District.
4. The Board determines to hold regular meetings on March 2, June 1, September 7, and December 7, 2020 at 1:00 p.m., at the offices of Hines, 1144 15<sup>th</sup> Street, Suite 3675, Denver, Colorado. Meeting notices shall be posted at the location designated above no less than 24 hours prior to each meeting of a quorum of the Board.
5. The Board directs management to obtain and maintain insurance for the District, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of

defending a claim for injury against the District or its Board. Additionally, the Board directs general counsel to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.

6. The Board directs management to file an accurate boundary map, as specified by the Division, with the County Assessor, County Clerk and Recorder and the Division on or before January 1<sup>st</sup>.

7. The Board directs management to provide the Transparency Notice to the eligible electors of the District, the Douglas County Board of Commissioners, County Assessor, County Treasurer, County Clerk and Recorder, the Division between November 16<sup>th</sup> and January 15<sup>th</sup> of the subsequent year.

8. The Board designates the District's accountant to serve as the budget officer, and to submit a proposed budget to the Board by October 15<sup>th</sup> for the following year, and, in cooperation with general counsel, to schedule a public hearing on the proposed budget; to prepare a final budget, budget resolutions and amendments to the budget, if necessary; to certify the mill levies on or before December 15; and to file the approved budgets and amendments thereto with the proper governmental entities in accordance with the Local Government Budget Law of Colorado.

9. The Board directs general counsel to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1<sup>st</sup>, if applicable.

10. The Board directs management to provide the Special District Disclosure Document and a map of the District's boundaries to the County Clerk and Recorder, for recording, at the same time an inclusion order is recorded.

11. The Board directs the accountant to prepare or cause to be prepared for filing with the State Auditor either an Application for Exemption from Audit for the prior fiscal year by March 31<sup>st</sup>; or an audit of the financial statements by June 30<sup>th</sup> to be filed with the State Auditor by July 31<sup>st</sup>.

12. The Board directs management to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1<sup>st</sup>.

13. The Board hereby appoints Micki L. Mills as the "Designated Election Official" of the District for any elections to be held during 2020 and any subsequent year. The Board hereby grants all powers and authority for the proper conduct of the election to the Designated Election Official, including but not limited to appointing election judges, appointing a canvass board and cancellation, if applicable, of the election.

14. The Board deems it expedient for the convenience of the electors that it shall conduct all regular and special elections of the District via a mail ballot election unless a polling place election is deemed necessary and expressed in a separate election resolution.

15. The District directs the Designated Election Official to notify the Division of the results of any elections held by the District, including business address, telephone number and the contact person.

16. The District directs the Designated Election Official to certify results of any election to incur general obligation indebtedness to the Douglas County Board of County Commissioners and with the Division of Securities

17. Whenever the District authorizes or incurs general obligation debt, the Board directs the Designated Election Official to record a notice of such debt with the Douglas County Clerk and Recorder, within 30 days of authorizing or incurring the debt, on a form prescribed by the Division.

18. The Board directs general counsel to prepare and file with the Douglas County Board of County Commissioners, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

19. The Board directs management to prepare and file the special district annual report with the Douglas County Board of County Commissioners, the Division, and the State Auditor and shall further deposit a copy of such report with the County Clerk and Recorder per § 32-1-207(3)(c), C.R.S; if required.

20. The District hereby directs each present and future member of the Board to execute an Affidavit of Qualification of Director, to be retained in the District's files.

21. The District hereby elects the following officers for the District:

President/Chair of the Board – Chad Murphy  
Treasurer – Richard Cross  
Assistant Secretary – John W. Despard  
Assistant Secretary – Matthew B. Greenberg  
Secretary - Ann E. Finn

22. The Board directs general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance

with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

23. The Board extends the current indemnification resolution to allow the resolution to continue in effect as written.

24. In accordance with § 8-40-202(1)(a)(I)(B), C.R.S., the Board hereby waives workers' compensation coverage for individual Board members by opting that the individual Board members not be deemed employees as that term is defined in the Workers' Compensation Act of Colorado, and directs legal counsel to file a statement with the Division of Workers' Compensation in the Department of Labor and Employment for the State of Colorado at least forty-five (45) days before the start of the policy year in order to effect such waiver of coverage.

25. The Board continues the engagement of Collins, Cockrel & Cole, P.C. as general counsel for the District.

26. The Board continues the engagement of CliftonLarsonAllen, LLP to provide accounting services for the District.

27. The Board continues the engagement of Special District Management Services, Inc. to provide management services for the District.

28. The Board designates Special District Management Services, Inc. to serve as the official custodian of public records and to follow the Colorado Special District Records Management Manual.

WHEREUPON, the motion was seconded by Director Murphy and upon vote, unanimously carried. The Chair declared the motion carried and so ordered.

ADOPTED AND APPROVED THIS 2<sup>nd</sup> DAY OF DECEMBER, 2019.

CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1

By: \_\_\_\_\_  
Chad Murphy, Chair

Attest:

\_\_\_\_\_  
Secretary



**CERTIFICATION**

I, Ann E. Finn, Secretary of the Board of the Crowfoot Valley Ranch Metropolitan District No. 1, Douglas County, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of said District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Crowfoot Valley Ranch Metropolitan District No. 1 this 2<sup>nd</sup> day of December, 2019.

\_\_\_\_\_  
Ann E. Finn, Secretary

[ S E A L ]

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

**RESOLUTION NO. 2019-12-02**

**RESOLUTION TO CONDUCT MEETING OUTSIDE  
OF DISTRICT BOUNDARIES AND DOUGLAS COUNTY**

WHEREAS, the Crowfoot Valley Ranch Metropolitan District No. 1 (the "District") is a special district of the State of Colorado, governed by Title 32, Article 1, C.R.S., also known as the Special District Act; and

WHEREAS, pursuant to Section 32-1-903(1), C.R.S., all special and regular meetings of the Board of Directors of a special district are to 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; and

WHEREAS, the Board of Directors (the "Board") of the District has determined that, for reasons of convenience and fiscal efficiencies, a Board meeting must be held at a location more than twenty (20) miles from the District boundaries.

NOW, THEREFORE, BE IT RESOLVED, that:

1. The next meeting of the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 1 will be held at the offices of the Board Chair, located at 1144 15<sup>th</sup> Street, Suite 3675, Denver, Colorado.

2. The reasons for holding such meeting more than twenty (20) miles outside of the District boundaries are that:

(a) All the Directors and consultants of the District reside outside of the District boundaries; and

(b) It is more convenient and economical under the circumstances to conduct the business of the Board and the District at the offices of the District's Board Chair, which is outside of the District boundaries and Douglas, Colorado.

3. The Board may consider holding other meetings more than twenty (20) miles outside of the District boundaries at subsequent meetings.

ADOPTED this 2<sup>nd</sup> day of December, 2019.

CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1

By: \_\_\_\_\_  
Chad Murphy, Chair

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

**RESOLUTION NO. 2019-12-03**

**RESOLUTION TO ADOPT BUDGET**

WHEREAS, the Board of Directors (the “Board”) of Crowfoot Valley Ranch Metropolitan District No. 1 (the “District”) has appointed a budget committee to prepare and submit a proposed 2020 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on December 2, 2019, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer 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 decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

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

1. That estimated expenditures for each fund are as follows:

General Fund:	\$ 47,000
Capital Projects Fund:	\$ 26,258,839
Total	\$ 26,305,839

2. That estimated revenues are as follows:

<u>General Fund:</u>	
From unappropriated surpluses	\$ 1,097
From sources other than general property tax	\$ 47,214
From general property tax	\$ 693
Total	\$ 49,004

Capital Projects Fund:

From unappropriated surpluses	\$	0
From sources other than general property tax	\$26,258,839	
From general property tax	\$	<u>0</u>
Total		\$26,258,839

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of the District for the 2020 fiscal year.

4. That the budget, as hereby approved and adopted, shall be certified by the Treasurer and/or President of the District to all appropriate agencies and is made a part of the public records of the District.

**TO SET MILL LEVIES**

WHEREAS, the amount of money from property taxes necessary to balance the budget for general operating expenses is \$632; and

WHEREAS, the amount of money from property taxes necessary to balance the budget for contractual obligation purposes is \$61; and

WHEREAS, the 2019 valuation for assessment of the District, as certified by the County Assessor, is \$8,110.

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

5. That for the purpose of meeting the general operating expenses of the District during the 2020 budget year, there is hereby levied a property tax, inclusive of the mill levy for refunds and abatements, of 77.929 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$632.

6. That for the purpose of meeting contractual obligations of the District during the 2020 budget year, there is hereby levied a property tax of 7.514 mills upon each dollar of the total valuation for assessment of all taxable property within the District to raise \$61.

7. That the Treasurer and/or President of the District is hereby authorized and directed to immediately certify to the County Commissioners of Douglas County, Colorado, the mill levies for the District as hereinabove determined and set, or as adjusted, if necessary, upon receipt of the final (December) certification of valuation from the county assessor in order to comply with any applicable revenue and other budgetary limits.

**TO APPROPRIATE SUMS OF MONEY**

WHEREAS, the Board has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; 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 inter-fund transfers listed therein, so as not to impair the operations of District.


NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Crowfoot Valley Ranch Metropolitan District No. 1 that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$ 47,000
Capital Projects Fund:	\$ 26,258,839
Total	\$ 26,305,839


*(The remainder of this page left intentionally blank.)*

ADOPTED and approved this 2<sup>nd</sup> day of December, 2019.

CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1

By:   
Chad Murphy, Chair

ATTEST:

  
Secretary

**CERTIFICATION OF 2020 BUDGET OF**  
**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

TO: THE DIVISION OF LOCAL GOVERNMENT

This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Crowfoot Valley Ranch Metropolitan District No. 1, for the budget year ending December 31, 2020, as adopted on December 2, 2019.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Crowfoot Valley Ranch Metropolitan District No. 1, Douglas County, Colorado, this 2<sup>nd</sup> day of December, 2019.

  
\_\_\_\_\_  
Chad Murphy, Chair



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# CliftonLarsonAllen

## Accountant's Compilation Report

Board of Directors  
Crowfoot Valley Ranch Metropolitan District No. 1

Management is responsible for the accompanying budget of revenues, expenditures, and fund balances of Crowfoot Valley Ranch Metropolitan District No. 1 for the year ending December 31, 2020, including the estimate of comparative information for the year ending December 31, 2019 and the actual comparative information for the year ended December 31, 2018, in the format prescribed by Colorado Revised Statutes (C.R.S.) 29-1-105 and the related summary of significant assumptions in accordance with guidelines for the presentation of a budget established by the American Institute of Certified Public Accountants (AICPA). We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the budget nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on the accompanying budget.

The budgeted results may not be achieved as there will usually be differences between the budgeted and actual results, because events and circumstances frequently do not occur as expected, and these differences may be material. We assume no responsibility to update this report for events and circumstances occurring after the date of this report.

We draw attention to the summary of significant assumptions which describe that the budget is presented in accordance with the requirements of C.R.S. 29-1-105, and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America.

We are not independent with respect to the Crowfoot Valley Ranch Metropolitan District No. 1.

*CliftonLarsonAllen LLP*

Greenwood Village, Colorado  
January 15, 2020



An independent member of Nexia International



**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**  
**SUMMARY**  
**2020 BUDGET**  
**WITH 2018 ACTUAL AND 2019 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/15/2020

	ACTUAL 2018	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCES	\$ 29,089	\$ 2,834	\$ 1,097
REVENUES			
Property taxes	658	659	632
Specific ownership tax	76	66	62
Interest income	620	74	10
Fire protection tax	64	64	61
Developer advance	-	26,000	32,000
Transfer from district No.2	52,740	15,575	15,142
Intergovernmental Revenue - District No. 2	-	723,049	26,258,839
Total revenues	<u>54,158</u>	<u>765,487</u>	<u>26,306,746</u>
Total funds available	<u>83,247</u>	<u>768,321</u>	<u>26,307,843</u>
EXPENDITURES			
General and administrative	80,413	44,175	47,000
Capital projects	-	723,049	26,258,839
Total expenditures	<u>80,413</u>	<u>767,224</u>	<u>26,305,839</u>
Total expenditures and transfers out requiring appropriation	<u>80,413</u>	<u>767,224</u>	<u>26,305,839</u>
ENDING FUND BALANCES	<u>\$ 2,834</u>	<u>\$ 1,097</u>	<u>\$ 2,004</u>
EMERGENCY RESERVE	<u>\$ 1,700</u>	<u>\$ 500</u>	<u>\$ 500</u>
TOTAL RESERVE	<u>\$ 1,700</u>	<u>\$ 500</u>	<u>\$ 500</u>

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**  
**PROPERTY TAX SUMMARY INFORMATION**  
**2020 BUDGET**  
**WITH 2018 ACTUAL AND 2019 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/15/2020

ACTUAL 2018	ESTIMATED 2019	BUDGET 2020
----------------	-------------------	----------------

**ASSESSED VALUATION**

Agricultural	10	10	10
State assessed	200	200	200
Personal property	8,300	8,300	7,900
Certified Assessed Value	\$ 8,510	\$ 8,510	\$ 8,110

**MILL LEVY**

General	77.388	77.388	77.929
Fire Protection	7.462	7.462	7.514
Total mill levy	84.850	84.850	85.443

**PROPERTY TAXES**

General	\$	659	\$	659	\$	632
Fire Protection		64		64		61
Levied property taxes		723		723		693
Adjustments to actual/rounding		-		-		-
Budgeted property taxes	\$	723	\$	723	\$	693

**BUDGETED PROPERTY TAXES**

General	\$	659	\$	659	\$	632
Fire Protection		64		64		61
	\$	723	\$	723	\$	693

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**  
**GENERAL FUND**  
**2020 BUDGET**  
**WITH 2018 ACTUAL AND 2019 ESTIMATED**  
**For the Years Ended and Ending December 31,**

1/15/2020

	ACTUAL 2018	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ 29,089	\$ 2,834	\$ 1,097
<b>REVENUES</b>			
Property taxes	658	659	632
Specific ownership tax	76	66	62
Interest income	620	74	10
Developer advance	-	26,000	32,000
Fire Protection Tax	64	64	61
Transfer from District No.2	52,740	15,575	15,142
Total revenues	54,158	42,438	47,907
Total funds available	83,247	45,272	49,004
<b>EXPENDITURES</b>			
General and administrative			
Accounting	20,969	9,760	10,500
Auditing	-	5,250	5,500
County Treasurer's fee	11	10	9
Dues and licenses	-	639	1,000
Insurance and bonds	6,774	5,017	7,500
District management	22,537	5,367	6,250
Legal services	26,775	11,834	10,000
Miscellaneous	2,013	235	-
Payment to Town	64	63	60
Election expense	1,270	-	-
Paying agent fees	-	6,000	6,000
Contingency	-	-	181
Total expenditures	80,413	44,175	47,000
Total expenditures and transfers out requiring appropriation	80,413	44,175	47,000
ENDING FUND BALANCE	\$ 2,834	\$ 1,097	\$ 2,004
EMERGENCY RESERVE	\$ 1,700	\$ 500	\$ 500
TOTAL RESERVE	\$ 1,700	\$ 500	\$ 500

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1  
CAPITAL PROJECTS FUND  
2020 BUDGET  
WITH 2018 ACTUAL AND 2019 ESTIMATED  
For the Years Ended and Ending December 31,**

1/15/2020

	ACTUAL 2018	ESTIMATED 2019	BUDGET 2020
BEGINNING FUND BALANCE	\$ -	\$ -	\$ -
REVENUES			
Intergovernmental Revenue - District No. 2	-	723,049	26,258,839
Total revenues	-	723,049	26,258,839
Total funds available	-	723,049	26,258,839
EXPENDITURES			
Capital Projects			
Accounting	-	29,280	31,500
District management	-	16,102	18,750
Legal services	-	35,504	30,000
Repay developer advance	-	642,163	-
Capital outlay	-	-	26,178,589
Total expenditures	-	723,049	26,258,839
Total expenditures and transfers out requiring appropriation	-	723,049	26,258,839
ENDING FUND BALANCE	\$ -	\$ -	\$ -

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Services Provided**

The District, a quasi-municipal corporation and a political subdivision of the State of Colorado, was organized by order and decree of the District Court for Douglas County on December 3, 2002, and is governed pursuant to provisions of the Colorado Special District Act (Title 32, Article 1, Colorado Revised Statutes). The District's service area is located in Douglas County, Colorado.

The District was organized to provide financing for the design, acquisition, installation and construction of sanitation improvements, water improvements, street improvements, traffic and safety control improvements, park and recreation improvements, transportation improvements, television relay and translation improvements, mosquito control, fire protection, emergency medical services, and operation and maintenance of the District. Under the Service Plan, the District is the Service District related to Crowfoot Valley Ranch Metropolitan District No. 2, the Financing District ("District No. 2").

On November 4, 2014, the District's voters authorized general obligation indebtedness of \$53,000,000 for street improvements, \$53,000,000 for parks and recreation, \$53,000,000 for water supply system, \$53,000,000 for sanitary sewer system, \$53,000,000 for traffic and safety control, \$53,000,000 for public transport, \$53,000,000 for fire protection and emergency response facilities, and \$106,000,000 for refinancing of District debt. This voter authorization replaced the voter authorization of December 3, 2002. District voters also approved authorization for the District to retain and spend District revenues, from any lawful source, in excess of the spending, revenue raising or other limitations in Article X, Section 20 of the Colorado constitution. Emergency reserves, required under TABOR have been provided.

The District has no employees and all administrative functions are contracted.

The District prepares its budget on the modified accrual basis of accounting in accordance with the requirements of Colorado Revised Statutes C.R.S. 29-1-105 using its best estimates as of the date of the budget hearing. These estimates are based on expected conditions and its expected course of actions. The assumptions disclosed herein are those that the District believes are significant to the budget. There will usually be differences between the budget and actual results, because events and circumstances frequently do not occur as expected, and those differences may be material.

**Revenues**

**Property Taxes**

Property taxes are levied by the District's Board of Directors. The levy is based on assessed valuations determined by the County Assessor generally as of January 1 of each year. The levy is normally set by December 15 by certification to the County Commissioners to put the tax lien on the individual properties as of January 1 of the following year. The County Treasurer collects the determined taxes during the ensuing calendar year. The taxes are payable by April or, if in equal installments, at the taxpayer's election, in February and June. Delinquent taxpayers are notified in August and generally sales of the tax liens on delinquent properties are held in November or December. The County Treasurer remits the taxes collected monthly to the District.

The District's service plan sets a mill levy cap for payment of general obligation debt and for operations and maintenance of 70.000 mills district wide, with 20.00 mills for operating costs. Additionally 6.750 mills is designated for fire protection, payable to the Castle Rock Fire Protection District.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Revenues - (continued)**

The operating mill levy may include an additional levy not to exceed 10.00 mills for subdistricts created to serve specific areas within the district.

The method of calculating assessed valuation of residential assessment rates in the State of Colorado changed to 7.15% from 7.20% for property tax years 2019-2020 on June 10, 2019 with a report submitted to the State Board of Equalization. Accordingly, the mill levy has been adjusted upward to reflect the change assessed value calculation.

The property taxes levied are as shown on the Property Tax Summary Page.

**Specific Ownership Taxes**

Specific ownership taxes are set by the State and collected by the County Treasurer, primarily on vehicle licensing within the County as a whole. The specific ownership taxes are allocated by the County Treasurer to all taxing entities within the County. The budget assumes that the District's share will be equal to approximately 9.0% of the total property taxes collected by the General Fund.

**Developer Advances**

The District is in the development stage. As such, the Developer will fund expenditures necessary for the District's general operations and capital infrastructure development for 2020. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer under agreements approved by the Board.

**Net Investment Income**

Interest earned on the District's available funds has been estimated based on an average interest rate of approximately 1.5%.

**Expenditures**

**General and Administrative Expenditures**

General and administrative expenditures have been provided based on estimates of the District's Board of Directors and consultants and include the services necessary to maintain the District's administrative viability such as legal, accounting, managerial, insurance, meeting expense, and other administrative expenses.

**Payment to Town**

The District has entered into an intergovernmental agreement with the Town of Castle Rock for fire protection and emergency response services. The Town of Castle Rock was required to build a new fire station to service the District and as a result the District agreed to levy 7.514 mills, as adjusted for changes in assessed valuation, and remit the proceeds, net of collection fees, to the Town annually.

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1  
2020 BUDGET  
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

**Expenditures - (continued)**

**County Treasurer's Fees**

County Treasurer's fees have been computed at 1.5% of property tax collections.

**Capital Outlay**

The District anticipates infrastructure improvements during 2020 as displayed in the Capital Projects Fund.

**Debt and Leases**

The District has no outstanding indebtedness, nor any operating or capital leases.

**Reserves**

**Emergency Reserve**

The District has provided for an Emergency Reserve fund equal to at least 3% of fiscal year spending, as defined under TABOR.

**This information is an integral part of the accompanying budget.**

**Crowfoot Valley Ranch Metropolitan District No. 1  
Schedule of Developer Advances**

	<b>Balance at December 31, 2018</b>	<b>Additions</b>	<b>Payments</b>	<b>Balance at December 31, 2019</b>
Developer advance payable	\$ 571,232	\$ 20,000	\$ 339,540	\$ 251,692
Accrued interest on advances	481,465	35,178	302,623	214,020
	<u>\$ 1,052,697</u>	<u>\$ 55,178</u>	<u>\$ 642,163</u>	<u>\$ 465,712</u>

	<b>Balance at December 31, 2019*</b>	<b>Additions*</b>	<b>Payments*</b>	<b>Balance at December 31, 2020*</b>
Developer advance payable	\$ 251,692	\$ 32,000	\$ -	\$ 283,692
Accrued interest on advances	214,020	21,638	-	235,658
	<u>\$ 465,712</u>	<u>\$ 53,638</u>	<u>\$ -</u>	<u>\$ 519,350</u>

\*Estimated amounts

This financial information should be read only in connection with the accompanying accountant's compilation report and summary of significant assumptions.



**CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments**

TO: County Commissioners<sup>1</sup> of Douglas, Colorado.

On behalf of the Crowfoot Valley Ranch Metropolitan District No. 1,  
(taxing entity)<sup>A</sup>

the Board of Directors,  
(governing body)<sup>B</sup>

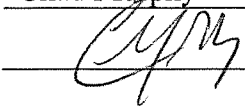
of the Crowfoot Valley Ranch Metropolitan District No. 1,  
(local government)<sup>C</sup>

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 8,110 assessed valuation of: (GROSS<sup>D</sup> assessed valuation, Line 2 of the Certification of Valuation Form DLG 57<sup>E</sup>)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area<sup>F</sup> 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: \$ 8,110 (NET<sup>G</sup> assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12/2/2019 for budget/fiscal year 2020.  
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY <sup>2</sup>	REVENUE <sup>2</sup>
1. General Operating Expenses <sup>H</sup>	<u>77.929</u> mills	<u>\$ 632</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction <sup>I</sup>	< > mills	\$ < >
<b>SUBTOTAL FOR GENERAL OPERATING:</b>	<b>77.929</b> mills	<b>\$ 632</b>
3. General Obligation Bonds and Interest <sup>J</sup>	_____ mills	\$ _____
4. Contractual Obligations <sup>K</sup>	<u>7.514</u> mills	<u>\$ 61</u>
5. Capital Expenditures <sup>L</sup>	_____ mills	\$ _____
6. Refunds/Abatements <sup>M</sup>	_____ mills	\$ _____
7. Other <sup>N</sup> (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
<b>TOTAL:</b> [ Sum of General Operating Subtotal and Lines 3 to 7 ]	<b>85,443</b> mills	<b>\$693</b>

Contact person: (print) Chad Murphy Daytime phone: (303) 986-1551  
Signed:  Title: Chair

<sup>1</sup> 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.  
<sup>2</sup> 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<sup>J</sup>:**

1. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

2. Purpose of Issue: \_\_\_\_\_  
Series: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_  
Coupon Rate: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

**CONTRACTS<sup>K</sup>:**

3. Purpose of Contract: Fire protection and emergency response  
Title: Intergovernmental Agreement  
Date: 2007  
Principal Amount: N/A  
Maturity Date: Irrepealable unless other agreed in writing  
Levy: 7.514  
Revenue: \$61

4. Purpose of Contract: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Principal Amount: \_\_\_\_\_  
Maturity Date: \_\_\_\_\_  
Levy: \_\_\_\_\_  
Revenue: \_\_\_\_\_

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

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

**RESOLUTION NO. 2019-12-04**

**A RESOLUTION CALLING FOR THE 2020 REGULAR DISTRICT ELECTION  
AND APPOINTING A DESIGNATED ELECTION OFFICIAL**

**WHEREAS**, the Crowfoot Valley Ranch Metropolitan District No. 1 (the “District”) is a quasi-municipal corporation and political subdivision of the State of Colorado and a duly organized and existing special district pursuant to Title 32, Article 1, C.R.S.; and

**WHEREAS**, the terms of office of Directors Richard Cross, Jay Despard, Matt Greenberg, Chad Murphy and the vacant position shall expire after their successors are elected at the regular special district election to be held on May 5, 2020 (the “Election”) and have taken office; and

**WHEREAS**, in accordance with the provisions of the Special District Act (the “Act”) and the Colorado Local Government Election Code (the “Code”) (the Act and the Code being referred to jointly as the “Election Laws”), the Election must be conducted to elect two (2) Directors to serve for a term of three (3) years and three (3) Directors to serve for a term of two (2) years, pursuant to Section 1-13.5-111, C.R.S. which moves the regular special district elections to May of each odd-numbered years commencing in May, 2023 and, in connection therewith, adjusts the length of terms served by Directors elected in 2020 and 2022 in order to implement the new election schedule.

**NOW, THEREFORE**, be it resolved by the Board of Directors (the “Board”) of the Crowfoot Valley Ranch Metropolitan District No. 1 in the County of Douglas, State of Colorado that:

1. The regular election of the eligible electors of the District shall be held on May 5, 2020, between the hours of 7:00 a.m. and 7:00 p.m. pursuant to and in accordance with the Election Laws, and other applicable laws. At that time, two (2) Directors may be elected to serve a three-year term and three (3) Directors may be elected to serve a two-year term.

2. The Election shall be conducted as a mail ballot election in accordance with all relevant provisions of the Election Laws. The Designated Election Official shall prepare the Plan for conducting the mail ballot Election. There shall be no election precinct or polling place. All mail ballots shall be returned to the Designated Election Official’s office, located at 390 Union Boulevard, Suite 400, Denver, Colorado 80228.

3. The Board hereby designates Micki L. Mills as the Designated Election Official for the conduct of the Election on behalf of the District and she is hereby authorized and directed to proceed with any action necessary or appropriate to effectuate

the provisions of this Resolution and of the Election Laws or other applicable laws. Among other matters, the Designated Election Official shall publish the call for nominations, appoint election judges as necessary, appoint the Canvass Board, arrange for the required notices of election, printing of ballots, and direct that all other appropriate actions be accomplished.

4. Self-Nomination and Acceptance forms are available at the Designated Election Official's office located at the above address. All candidates must file a Self-Nomination and Acceptance form with the Designated Election Official no earlier than January 1, 2020, nor later than the close of business on Friday, February 28, 2020.

5. If the only matter before the electors is the election of Directors of the District and if, at the close of business on March 3, 2020, there are not more candidates than offices to be filled at the Election, including candidates timely filing affidavits of intent no later than March 2, 2020, the Designated Election Official shall cancel the Election and declare the candidates elected. Notice of such cancellation shall be published and posted in accordance with the Code.

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

7. Any and all actions previously taken by the Designated Election Official, the Secretary of the Board, or any other persons acting on their behalf pursuant to the Election Laws or other applicable laws, are hereby ratified and confirmed.

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

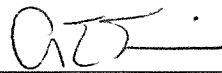
9. The provisions of this Resolution shall take effect immediately.

ADOPTED this 2<sup>nd</sup> day of December, 2019.

CROWFOOT VALLEY RANCH  
METROLITAN DISTRICT NO. 1

By  \_\_\_\_\_  
Chad Murphy, Chair

ATTEST:

By  \_\_\_\_\_  
Secretary

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1**

**RESOLUTION NO. 2019-12-05**

**RESOLUTION DESIGNATING THE  
OFFICIAL CUSTODIAN OF RECORDS AND ADOPTING A  
POLICY ON RESPONDING TO OPEN RECORDS REQUESTS**

WHEREAS, pursuant to §32-1-1001(1)(h), C.R.S., the Board of Directors (the “Board”) of the Crowfoot Valley Ranch Metropolitan District No. 1 (the “District”) is responsible for the management, control and supervision of all of the business and affairs of the District; and

WHEREAS, pursuant to §32-1-1001(1)(i), C.R.S., the Board has the authority to appoint an agent; and

WHEREAS, the Board has determined that it is appropriate to designate an official custodian of the District’s records for the protection of such records and in order to permit their inspection by persons entitled to examine and copy such records in an orderly fashion; and

WHEREAS, the Board has determined that it is appropriate to adopt a policy on responding to open records requests; and

WHEREAS, the Board fully supports, and complies with, all Federal and State laws relating to the retention, protection and disclosure of District records including, but not limited to, the Colorado Open Records Act, Title 24, Article 72, Part 2, C.R.S. (“CORA”), the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and the Privacy Rule promulgated by the U.S. Department of Health and Human Services which interprets and implements HIPAA; and

WHEREAS, it is the policy of the District that all public records shall be open for inspection by any person at reasonable times, except as otherwise provided by law; and

WHEREAS, public records are defined by CORA as all writings made or maintained by the District, regardless of the format or medium of the records, subject to certain exceptions and public records expressly include e-mail communications.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Crowfoot Valley Ranch Metropolitan District No. 1 that:

1. Official Custodian.

(a) Special District Management Services, Inc. is hereby designated as the Primary Official Custodian responsible for the maintenance, care and keeping of all records of the District, except as provided herein.

(b) The construction manager for the District's construction projects is hereby designated as the Official Custodian responsible for the maintenance, care and keeping of all records associated with the District's construction projects, subject to the control, supervision and direction of the Primary Official Custodian.

(c) The Official Custodian shall have the authority to designate such agents as they shall determine appropriate to perform any and all acts necessary to enforce and execute the provisions of this Resolution.

2. Policy on Responding to Open Records Request. The following are general policies concerning the release of records:

(a) All public records of the District shall be open for inspection at the times designated herein, unless prohibited by the provisions of CORA or policies adopted by the Board in conformance with CORA.

(b) Every request to inspect and/or copy any District record (a "Records Request") shall be submitted to the District's Official Custodian in writing and be specific as to the information desired. If not submitted to the Official Custodian, any District employee or Board Member that receives the Records Request shall immediately send the Records Request to the Official Custodian. To assist the Official Custodian in responding to requests in a timely and complete manner, the Official Custodian may require records requests to be submitted on a form developed by the Official Custodian.

(c) If any question arises as to the propriety of fully complying with a Records Request, the Official Custodian shall immediately forward it to the District's legal counsel.

(d) The District's legal counsel shall determine the District's obligations under the applicable Federal and/or State law(s). If the District is permitted to make records available for inspection in whole or in part, the District's legal counsel will so notify the District's Official Custodian, who will assemble the disclosable requested documents for inspection and/or copying in accordance with applicable Federal or State law.

(e) If the District's legal counsel determines the District is not permitted by Federal or State law to make records available for inspection in whole or in part, legal counsel shall provide a written response to the party submitting the Records Request

stating the legal basis upon which the Records Request in whole or in part is being denied.

(f) Following the denial of a request for record, upon receipt of the required written notice from the requesting individual that he or she will seek relief from the District Court, the Official Custodian will attempt to meet in-person or speak by telephone with the requesting individual. District personnel are encouraged to utilize all possible means to attempt to resolve the dispute during this time period and will provide a written summary of the District's position at the end of that period to the requestor and to the Board. No phone or in-person conference is required if the written notice indicates that the requestor needs access to the record on an expedited basis.

(g) Pursuant to CORA, all records must be made available for inspection within three (3) working days from the Official Custodian's receipt of the request, unless extenuating circumstances exist. The deadline may be extended by seven (7) working days if extenuating circumstances exist and the requesting party is notified of the delay within three (3) working days of the Official Custodian's receipt of the request. The Official Custodian may set the time during normal office hours and the place for records to be inspected, and require that the Official Custodian or a delegated employee be present while the records are examined.

(h) A public record stored in a digital format that is neither searchable nor sortable will be provided in a digital format. A public record stored in a digital format that is searchable and/or sortable will be provided in such digital format, unless (1) the public record is in a searchable or sortable format and producing the record in the requested format would violate the terms of any copyright or licensing agreement between the District and a third party; (2) producing the record would result in the release of a third party's proprietary information; (3) after making reasonable inquiries, it is not technologically or practically feasible to provide a copy of the record in a searchable or sortable format; or (4) if the Official Custodian would be required to purchase software or create additional programming functionality in its existing software to remove the information. Altering an existing digital public record, or excising fields of information that the Official Custodian is either required or permitted to withhold under this subsection, does not constitute the creation of a new public record under Section (2)(i)(iv) of this Resolution.

(i) The Custodian may charge the following fees (collectively, the "Fees") for responding to a Records Request:

(i) Printouts, photographs, and copies, when requested, will be provided at a cost of twenty-five cents (\$0.25) per standard page, and at the actual costs of production for any non-standard page (the "Copying Fee"). A standard page shall mean an 8.5-inch by 11-inch black and white copy.

(ii) When it is impractical to make the copy, printout, or photograph of the requested record at the place where the record is kept, the Official Custodian may allow arrangements to be made for the copy, printout, or photograph to be made at other facilities and the cost of providing the requested records will be paid by the person making the request (the "Outside Copying Fee").

(iii) If a copy, printout or photograph of a public record is necessary or requested to be provided in a format other than a standard page, the costs will be assessed at the actual cost of production (the "Production Fee").

(iv) If data must be manipulated in order to generate a record in a form not otherwise used by the District, such data manipulation will be assessed at the actual costs to the District (the "Manipulation Fee"); however, the District is in no way obligated to generate a record that is not otherwise kept, made, or maintained by the District.

(v) The cost for transmitting the requested records will be charged at the actual cost of such delivery (the "Transmission Fee"). Transmission Fees will not be charged for transmitting any record via electronic mail, when requested.

(vi) When the location or existence of specific documents must be researched and the documents must be retrieved, sorted or reviewed for applicability to the request, and such process requires more than one (1) hour of staff time, the Custodian may charge a research and retrieval fee not to exceed thirty-three dollars and fifty-eight cents (\$33.58) per hour, or the maximum amount allowed by the Executive Committee of the State Legislative Council, whichever is greater (the "Research and Retrieval Fee").

(vii) If any requested records are protected by a privilege (for example, but not limited to, the work product or attorney-client privileges) the District may charge the actual costs of creating a privilege log identifying the privileged records (the "Privilege Fee"). If legal assistance or review is necessary to create the privilege log, the Privilege Fee may include the actual costs for such legal assistance.

(j) If the estimated Fees to produce the records will exceed \$100, the District may require a fifty percent (50%) deposit of the estimated Fees prior to commencing work to produce the records. Payment of the remainder of the Fees, including all actual costs exceeding the estimated amount, must be made prior to the time of inspection or release of the final work product or copies.

(k) No person shall be permitted to inspect or copy any records of the District if, in the opinion of the Official Custodian after consultation with the District's legal counsel, such inspection or copying would come within the prohibition of one or more exemptions set forth in CORA.



3. Severability. If any part, section, subsection, sentence, clause or phrase of this Resolution is for any reason held to be invalid, such invalidity shall not affect the validity of the remaining provisions.

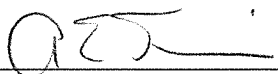
4. Effective Date. This Resolution shall take effect and be enforced immediately upon its approval by the Board.

The foregoing Resolution was approved and adopted this 2<sup>nd</sup> day of December, 2019.

CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1

By:   
\_\_\_\_\_  
Chad Murphy, Chair

ATTEST:

  
\_\_\_\_\_  
Secretary

**ASSIGNMENT OF AND FOURTH AMENDMENT TO  
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT  
SERVICE AGREEMENT  
(THE CANYONS)**

This ASSIGNMENT OF AND FOURTH AMENDMENT TO DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT SERVICE AGREEMENT (THE CANYONS) (this “**Assignment and Amendment**”) is made and entered into as of this \_\_\_ day of \_\_\_\_\_, 2020 by and between DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Denver Southeast District**”), HT CANYONS SOUTH DEVELOPMENT LP, a Delaware limited partnership (the “**Developer**”), and the CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**Crowfoot District**”) (individually, each a “**Party**” and collectively the “**Parties**”).

**RECITALS**

A. The Denver Southeast District and Mississippi Partnership, a Colorado general partnership made and entered into that certain Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) (the “**Original Service Agreement**”), which was recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2005000493 on January 3, 2005.

B. The Original Service Agreement set forth the terms and conditions on which the Denver Southeast District will provide services to the real property located in Douglas County, Colorado and more particularly described in Exhibit A of the Service Agreement (the “**Property**”).

C. All of Mississippi Partnership’s obligations under the Original Service Agreement were assumed pursuant to that certain Assignment and Assumption Agreement by and between Mississippi Partnership and Canyons South LLC, a Delaware limited liability company (“**Canyons South**”), dated January 25, 2005, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2005069820.

D. The Denver Southeast District and Canyons South made and entered into that certain Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Amendment to Service Agreement**”), dated the 29<sup>th</sup> day of May, 2009, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2009041897 on June 2, 2009.

E. All of Canyons South’s obligations under the Original Service Agreement and Amendment to Service Agreement were assumed pursuant to that certain Assignment

and Assumption Agreement by and between Canyons South and LC Macanta, LLC, a Delaware limited liability company (“**Macanta**”), dated October 31, 2011, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2011069278 on November 3, 2011.

F. All of Macanta’s obligations under the Original Service Agreement and Amendment to Service Agreement were assumed pursuant to that certain Assignment and Assumption Agreement by and between Macanta and Canyons South, dated December 23, 2011, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2013005423 on January 22, 2013.

G. The Denver Southeast District and Canyons South made and entered into that certain Second Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Second Amendment to Service Agreement**”), dated the 16<sup>th</sup> day of November, 2016, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2016086230 on November 29, 2016.

H. The Denver Southeast District and Canyons South made and entered into that certain Third Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons), (the “**Third Amendment to Service Agreement**”, dated the 19<sup>th</sup> day of July, 2017, and recorded in the office of the Clerk and Recorder for Douglas County, Colorado at Reception No. 2017050688 on July 26, 2017. The Original Service Agreement, Amendment to Service Agreement, Second Amendment to Service Agreement and Third Amendment to Service Agreement are may be collectively referred to herein as the “**Service Agreement**”.

I. All of Canyons South’s obligations under the Service Agreement were assumed by the Developer pursuant to that certain Assignment of Denver Southeast Suburban Water and Sanitation District Service Agreement (the Canyons) by and between Canyons South and the Developer, dated April 17, 2019.

J. The Developer wishes to assign certain rights and responsibilities under the Service Agreement to the Crowfoot District and the Crowfoot District wishes to accept certain rights and responsibilities under the Service Agreement from the Developer; and the Denver Southeast District wishes to consent to such assignment.

K. The Crowfoot District wishes to further assign certain rights and responsibilities under the Service Agreement to the Town of Castle Rock (“**Castle Rock**”); and the Denver Southeast District wishes to consent to such assignment.

L. The Parties wish to amend the Service Agreement to acknowledge such assignment.

M. Undefined capitalized terms used below have the same meanings as set forth in the Service Agreement.

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

### COVENANTS AND AGREEMENTS

1. **Assignment**. The Developer hereby assigns and delegates to the Crowfoot District, and the Crowfoot District hereby accepts and assumes from the Developer, the Developer's rights and obligations under Paragraphs 4 and 10 of the Service Agreement, unless specified in below in this Assignment and Amendment. The Parties acknowledge the Developer is not assigning or delegating to the Crowfoot District, and the Crowfoot District is not accepting or assuming from the Developer any other rights or obligations under the Service Agreement, other than those detailed under Paragraphs 4 and 10 of the Service Agreement. The Denver Southeast District hereby consents to such assignment.

2. **Amendment to Paragraph 4 of Original Service Agreement**. Paragraph 4 of the Original Service Agreement is hereby amended and restated in its entirety to read as follows:

The Crowfoot District shall construct, at no cost to the Denver Southeast District, the interceptor line required to connect the points of individual sewage discharge within the Property to a point of connection with the Denver Southeast District's sewer system (the "**Interceptor**"). As of the date hereof, the Denver Southeast District's 10" wastewater line is extended to existing manhole 2A located east of Raintree Drive Right of Way, and will continue to, and beyond, the metering station shown on the approved Canyons South Filing No. 1 Proposed Pinery Offsite Sanitary Sewer Plans, Sheet SS2, attached hereto as Addendum 1 (the "**Metering Station**"). The Crowfoot District shall own and maintain the Interceptor between the Metering Station and the points of individual discharge from individual lots within the Property. The Denver Southeast District shall own and maintain the Interceptor and its appurtenances from and including the Metering Station to the Denver Southeast District's sewage treatment plant (the "**Plant**"). If it becomes necessary to locate any portion of the Interceptor outside the Property, the Denver Southeast District shall obtain sufficient construction and maintenance easements to permit the Crowfoot District to construct any portion of the Interceptor that is located outside the Property, and to allow the ongoing maintenance of such portion of the Interceptor by the Party designated such responsibility under this Agreement. The timing of the construction of the Interceptor shall be at the discretion of the Crowfoot District. However, it is intended the Crowfoot District will assign some or all of its rights and obligations under this Paragraph 4, including those related to ownership and maintenance of the Interceptor, to Castle Rock and the Denver Southeast District hereby consents to such assignment, provided that such

assignment is done pursuant to an Extra-Territorial Wastewater Service Intergovernmental Agreement in substantially the same form as shown in Addendum 2 attached hereto (the “Wastewater Service IGA”).

3. **Amendment to Paragraph 10 of Service Agreement**. Paragraph 10 of the Service Agreement is hereby amended and restated in its entirety to read as follows:

As of the date hereof the Denver Southeast District has sold and the Developer has purchased 973 single family units of Wastewater Treatment Capacity in the Plant (the “Taps”), which is the total number of Taps to be issued to the Developer under this Paragraph 10. Provided, however, that additional Taps may be issued for wastewater treatment capacity pursuant to Paragraph 11 of this Agreement.

Until physical connection is made to the Denver Southeast District’s service lines, all Taps issued to the Developer pursuant to this Paragraph 10 shall be deemed an “**Unutilized Tap(s)**” subject to Service Charges as provided in Paragraph 15 of this Agreement; which Service Charges shall remain an obligation of the Developer to the Denver Southeast District. Consistent with Paragraph 15, the Denver Southeast District shall make monthly inquiry to Castle Rock for a list of addresses at which water taps were issued by Castle Rock within the preceding month and within the area described on Exhibit A, and for purposes of this Paragraph 10, it will be assumed by the Parties that Taps associated with any properties listed have made a physical connection to the Denver Southeast Districts’ service lines and are deemed a “**Utilized Tap(s)**.” Utilized Taps are not subject to Service Charges related to Unutilized Taps.

In addition, the Parties expressly acknowledge that the rights to the wastewater treatment capacity related to the Taps (the “Capacity”) are not absolute until such time as it is deemed a Utilized Tap. Until such time, the rights to the Capacity related to such Unutilized Taps are contingent upon ongoing payment of Service Charges related to Unutilized Taps by the Developer to the Denver Southeast District pursuant to Paragraphs 15 and 21 herein and the Parties further acknowledge the rights of the Denver Southeast District to lien any real property within the area described on Exhibit A owned by the Developer for unpaid Service Charges related to such Unutilized Taps.

It is intended that Castle Rock will provide wastewater service to the Property, pursuant to the Wastewater Service IGA and an Intergovernmental Agreement between the Denver Southeast District and Castle Rock in substantially the same form as shown in Addendum 3 attached hereto.

The Developer hereby assigns its rights to the Capacity to the Crowfoot District under the Assignment and Amendment; however, such assignment shall be incremental and the assignment of Capacity for each Tap shall occur at the time it

is deemed a Utilized Tap. It is further intended that the Crowfoot District will assign some or all of its rights and obligations under this Paragraph 10, including those related to its rights in the Capacity to Castle Rock and the Denver Southeast District hereby consents to such assignment, provided that such assignment is completed pursuant to the terms of the Wastewater Service IGA.

4. **Amendment to Paragraph 34 of Service Agreement.** Paragraph 34 of the Original Service Agreement is hereby amended and restated in its entirety to read as follows:

**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 facsimile transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To the Denver Southeast District: Denver Southeast Suburban Water and Sanitation District  
d/b/a Pinery Water and Wastewater District  
5242 Old Schoolhouse Road  
Parker, Colorado 80134

With a copy to: Folkestad Fazekas Barrick & Patoile, P.C.  
18 S. Wilcox St., Suite 200  
Castle Rock, CO 80104  
Attn: Joe Kinlaw, General Counsel

To the Developer: HT Canyons South Development LP  
1144 15<sup>th</sup> Street, Suite 3675  
Denver, Colorado 80202  
Attn: Chad Murphy

To the Crowfoot District: Crowfoot Valley Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228  
Attn: Ann Finn

With a copy to: Collins Cockrel & Cole, PC  
390 Union Boulevard, Suite 400  
Denver, Colorado 80228  
Attn: Matthew Ruhland

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 facsimile transmission, or three (3) business days after deposit in the United States mail. By giving the other Parties 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. **Effect of this Assignment and Amendment.** Except as amended herein, the Service Agreement remains unchanged and in full force and effect.

6. **Governing Law.** This Assignment and Amendment shall be governed by and construed in accordance with the laws of the State of Colorado.

7. **Severability.** If any covenant, term, condition, or provision under this Assignment and Amendment 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.

8. **Counterparts.** This Assignment and Amendment 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.

9. **Paragraph Headings.** Paragraph headings are inserted for convenience of reference only.

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

DENVER SOUTHEAST SUBURBAN  
WATER AND SANITATION DISTRICT, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

By: \_\_\_\_\_  
Walter E. Partridge, Chairman

Attest:

\_\_\_\_\_  
Heidi A. Tackett, Secretary

STATE OF COLORADO )  
  ) ss.  
COUNTY OF DOUGLAS )

Acknowledged before me by Walter E., as Chairman, and Heidi A. Tackett, as Secretary of the Denver Southeast Suburban Water and Sanitation District this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

[SEAL]



HT CANYONS SOUTH DEVELOPMENT LP

By: HT Canyons South Development LLC, its general partner

By: HT Canyons South LP, its sole member

By: Hines Canyons South LLC, its general partner

By: Hines Canyons South Associates LP, its sole member

By: Hines Investment Management Holdings Limited Partnership, its general partner

By: HIMH GP LLC, its general partner

By: Hines Real Estate Holdings Limited Partnership, its sole member

By: JCH Investments, Inc., its general partner

By: \_\_\_\_\_  
Name: Robert W. Witte  
Title: Senior Managing Director

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2020, by Robert W. Witte as Senior Managing Director of JCH Investments, Inc., as general partner of Hines Real Estate Holdings Limited Partnership, as sole member of HIMH GP LLC, as general partner of Hines Investment Management Holdings Limited Partnership, as general partner of Hines Canyons South Associates LP, as sole member of Hines Canyons South LLC, as general partner of HT Canyons South LP, as sole member of HT Canyons South Development LLC, as general partner of HT Canyons South Development LP, on behalf of said entities.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

(S E A L)

\_\_\_\_\_  
Notary Public

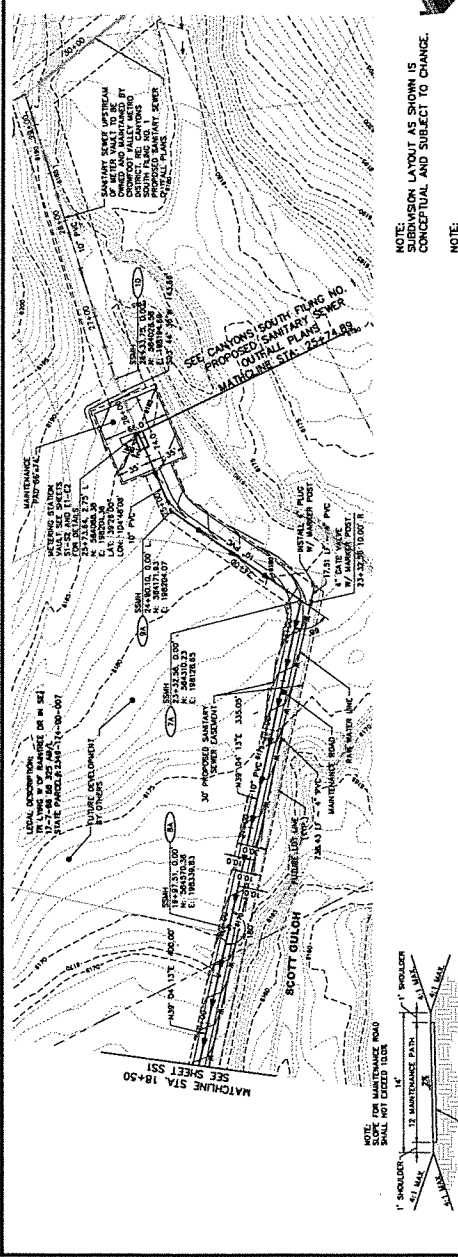
CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1, a quasi-  
municipal corporation and political subdivision  
of the State of Colorado

By: \_\_\_\_\_  
Chad Murphy, Chair

Attest:

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

**ADDENDUM 1**  
**Canyons South Filing No. 1 Proposed Pinery Offsite Sanitary Sewer Plans,**  
**Sheet SS2**



NOTE: MANHOLE LAYOUT AS SHOWN IS CONCEPTUAL AND SUBJECT TO CHANGE.

NOTE: LOCATION OF THE METERING STATION IS LACED OUT AT THE CENTER OF THE ACCESS PATH.

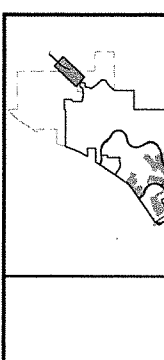
### SANITARY SEWER OUTFALL

MAINTENANCE ROAD - TYPICAL SECTION



SOFT FOR MAINTENANCE ROAD SHALL NOT EXCEED 100R.

- #### CONSTRUCTION NOTES:
1. METERING STATION SHALL BE CONSTRUCTED WITHIN THE EXISTING CONCRETE FOUNDATION AND SHALL BE PROTECTED BY CONCRETE CURBING AND OPERATIONAL STREET TRIMMING AND OPERATIONS.
  2. ALL DIMENSIONS ARE TO FUTURE, EXIST PROFILES, UNLESS NOTED OTHERWISE. PROVISIONS SHALL BE MADE TO BE SHOWN WITH FUTURE DEVELOPMENT PLANS.
  3. REFER TO REVISIONS SHEET FOR LAYOUT AND STATIONING.
  4. ALL DIMENSIONS SHALL BE TO FINISH, UNLESS NOTED OTHERWISE.
  5. FINAL LAYOUT HAS NOT BEEN FINALIZED AND IS SUBJECT TO CHANGE. ANY DIMENSIONS SHOWN ARE FOR INFORMATION ONLY AND SHALL BE SUBJECT TO CHANGE.
  6. RAW WATERLINE SHALL BE CONSTRUCTED USING 4" PURPLE DODG PAC PIPE.
  7. RAW WATERLINE SHALL BE 2' DEEP.



- #### LEGEND
- PROPOSED STORM DRAIN MANHOLE
  - PROPOSED STORM DRAIN
  - PROPOSED STORM DRAIN INLET
  - EXISTING STORM DRAIN MANHOLE
  - EXISTING STORM DRAIN
  - EXISTING STORM DRAIN INLET
  - PROPOSED SANITARY SEWER MANHOLE
  - PROPOSED SANITARY SEWER MAIN
  - EXISTING SANITARY SEWER MANHOLE
  - EXISTING SANITARY SEWER MAIN
  - PROPOSED PRE HYDRANT
  - PROPOSED DATE VALVE
  - EXISTING WATERMAIN
  - EXISTING WATERMAIN
  - EXISTING DATE VALVE
  - EXISTING DATE VALVE

PROJECT BENCHMARK:  
(47416 1400)  
DOUGLAS PARK BENCHMARK 11774  
(14000 2400) ELEVATION=648.88

1-800-922-1987  
City of Chicago  
Center of Chicago

DATE	REVISION	BY	APP'D
2019	4	SS2	

DATE: AUGUST 9, 2019

### CANYONS SOUTH OFFSITE SANITARY SEWER PLANS SANITARY SEWER PLAN AND PROFILE

100% COMPLETE

DATE: AUGUST 9, 2019  
PROJECT: 19-005-001  
SHEET: 01 OF 02

DATE	REVISION	DESCRIPTION
2019	1	ISSUE FOR PERMITS
2019	2	ISSUE FOR CONSTRUCTION

## Hines

PROJECT: 19-005-001  
PROJECT: 19-005-001  
PROJECT: 19-005-001  
PROJECT: 19-005-001

**ADDENDUM 2**  
**Extra-Territorial Wastewater Service Intergovernmental Agreement**

**EXTRA-TERRITORIAL  
WASTEWATER SERVICE  
INTERGOVERNMENTAL AGREEMENT**

**DATE:** \_\_\_\_\_, 2020.

**PARTIES:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, acting by and through the **CASTLE ROCK WASTEWATER ENTERPRISE**, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NOS. 1 and 2**, quasi-municipal corporations and political subdivisions of the State of Colorado, (141 Union Boulevard, Suite 150, Lakewood, Colorado 80228) (“Districts”).

**RECITALS:**

- A. Initially capitalized words and phrases used in this IGA have the meanings stated in Article I, or as indicated elsewhere in the Agreement.
- B. The Districts are organized to provide public improvements, facilities and services within their service area, which is generally coextensive with the property in unincorporated Douglas County in development as Canyons South, more particularly described in the attached *Exhibit 1* (“Property”). The Town will provide water service to the Property in accordance with the Water Service Agreement, as defined below.
- C. The Town and Districts have determined it is mutually beneficial for the Town to provide wastewater service to the Property on the terms and conditions prescribed in this IGA.
- D. Pursuant to the Canyons Service Agreement between District No. 1, HT Canyons South Development LP (the “Developer”) and the Denver Southeast Suburban Water and Sanitation District d/b/a Pinery Water and Wastewater District (the “Pinery”), District No. 1 has the contractual right to acquire wastewater treatment capacity at the Pinery wastewater plant sufficient to accommodate the treatment of the wastewater flows from the Property at full development.
- E. Pursuant to the Pinery Treatment IGA between Town and the Pinery, Town has acquired the right to treatment of the wastewater flows from the Property, subject to the District’s acquisition of sufficient treatment capacity under the Canyons Service Agreement.

- F. Pursuant to this IGA, the Property will receive wastewater service from the Town in the same manner and to a similar service standard as properties within the municipal limits of the Town, subject to a twenty-five percent (25%) surcharge on all Service Charges.
- G. The Town's provision of wastewater service to the Districts is premised on the Districts' commitment to adopt and enforce the Town's comprehensive wastewater service and management regulations as the regulations of the Districts, such that the residents and other customers of the Districts have the same privileges and responsibilities as Town residents and customers. Accordingly, the Districts will adopt changes and additions to Town Regulations imposed by the Town within its municipal service area from time to time to maintain a consistent regulatory scheme.
- H. Under the terms of the Consolidated Service Plan for the Districts, District No. 1 has the primary responsibility for developing infrastructure and maintaining public services for the Property. District No. 2 is primarily a financing entity.
- I. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governments to make the most efficient and effective use of their powers, responsibilities and resources and to enter into cooperative agreements on such matters as are addressed in this IGA.

**COVENANTS:**

**THEREFORE**, in reliance on the matters set forth above and in consideration of the mutual promises contained in this IGA, the parties agree and covenant as follows:

**ARTICLE I  
DEFINITIONS**

**1.01 Defined Terms.** The following words, when capitalized in the text shall have the meanings indicated:

**Board:** the Board of Directors of District No. 1 or District No. 2, as applicable.

**Canyons Service Agreement:** Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated December 23, 2004, recorded in the Records on January 3, 2005 at Reception No. 2005000493, as amended by that certain Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated May 29, 2009 recorded in the Records on June 2, 2009 at Reception No. 2009041897, and as amended by that certain Second Amendment to Denver Southeast

Suburban Water and Sanitation District Service Agreement (The Canyons) dated November 16, 2016, recorded in the Records on November 29, 2016 at Reception No. 2016086230, and as amended by that certain Third Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated July 19, 2017, recorded in the Records on July 26, 2017 at Reception No. 2017050688, and as amended by that certain Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated \_\_\_\_\_, 2020, recorded in the Records on \_\_\_\_\_, 2020 at Reception No. 2020\_\_\_\_\_.

**Charter:** the Home Rule Charter of the Town, as amended.

**Code:** the Castle Rock Municipal Code, as amended.

**C.R.S.:** the Colorado Revised Statutes, as amended.

**Council:** the Castle Rock Town Council, the governing body of the Town.

**Development Plan:** the land use development plans and regulations approved for the Property by Douglas County.

**District or District No. 1:** the Crowfoot Valley Ranch Metropolitan District No. 1.

**District No. 2:** the Crowfoot Valley Ranch Metropolitan District No. 2.

**Districts:** Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

**District Facilities:** those collection and transmission lines and associated appurtenances to be constructed by the Districts, conveyed to and maintained by the Town.

**District Fees:** those fees and charges imposed by the Districts, independent of this IGA.

**District Regulations:** the Wastewater Regulations adopted by the District.

**Equipment Surcharge:** \$412 per connection to the wastewater system collected as condition to connection to the Town's wastewater system for the purpose of Town funding equipment necessary to meet the Service Commitment.

**Facilities:** the wastewater collection infrastructure required to serve the Property.

**Facilities Plan:** the plan attached as *Exhibit 2* depicting the location of necessary District Facilities.



**IGA:** this Extraterritorial Wastewater Service Intergovernmental Agreement and any amendments and supplements to it.

**Owner:** the record owner(s) of the Property. As of the date of this IGA, the Owner is HT Canyons South Development LP.

**Owner's Consent:** the document attached as *Exhibit 3* containing the acceptance and consent of the Owner to this IGA.

**Pinery Treatment IGA:** Intergovernmental Agreement between Denver Southeast Suburban Water and Sanitation District D/B/A Pinery Water and Wastewater District and the Town of Castle Rock dated \_\_\_\_\_, 2020, recorded in the Records on \_\_\_\_\_, 2020 at Reception No. 2020\_\_\_\_\_.

**Plans:** the plans, documents, drawings, and specifications prepared by or for the Districts and approved by the Town for construction, installation or acquisition of any of the Facilities.

**Property:** the real property that is subject to this IGA and is described in the attached *Exhibit 1*.

**Records:** the public records maintained by the Douglas County Clerk and Recorder.

**Service Charges:** the periodic charges for Wastewater Service in accordance with Section 4.01 of this IGA.

**Town:** the Town of Castle Rock, a home rule municipal corporation.

**Town Regulations:** the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all public works and building codes, as the same may be amended from time to time. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application of the term under this IGA.

**Water Service:** the provision of potable water service for domestic use, inclusive of fire flows, in accordance with the terms of the Water Service IGA.

**Water Service IGA:** Castle Rock / Canyons South Water Service Intergovernmental Agreement dated June 14, 2005, recorded in the Records on September 7, 2005 at Reception No. 2005085039.

**Wastewater Regulations:** the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal wastewater service, including Service Charges, public works regulations inclusive of the infrastructure permitting, construction,

inspection and acceptance. Reference to the Wastewater Regulations shall mean the Wastewater Regulations in effect at the time of application under this IGA.

**Wastewater Service:** the collection and treatment of wastewater from the Property in accordance with the terms of this IGA

**Water Regulations:** the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal water service, including Fees, Service Charges, public works regulations inclusive of the infrastructure permitting, construction, inspection and acceptance, backflow prevention, water use management practices and Conservation Regulations. Reference to the Water Regulations shall mean the Water Regulations in effect at the time of application under the Water Service IGA.

Certain other terms are defined in the text of this IGA and shall have the meaning indicated.

**1.02 Cross-Reference.** Any reference in the text to a section or article number, without further description shall mean such section or article in this IGA.

## **ARTICLE II GENERAL PROVISIONS**

**2.01 Interpretation and Construction.** This IGA shall be applied and interpreted to further the following fundamental concepts, unless expressly provided to the contrary in the text:

- A. The Property is to receive Wastewater Service to the same standards and subject to the same requirements as properties and customers within the municipal limits of the Town;
- B. The provision of Wastewater Service will be governed by the Wastewater Regulations as they evolve during the term of this IGA, so long as the Wastewater Regulations are applied to the Property and properties within the municipal limits of the Town in a non-discriminatory manner; and
- C. The Districts will promptly adopt and enforce the Wastewater Regulations on the Property as the separate regulations of the District.

**2.02 Intended Beneficiary.** This IGA is entered into for the express and intended purpose of permitting the development of the Property in accordance with the Development Plan. In reliance upon and to enable the Town's Wastewater Service commitment to the Property ("Service Commitment"), Owner and its successors in interest to ownership of the Property are entitled to all rights and benefits afforded Districts under this IGA, including the contractual right

to obtain enforcement of this IGA as provided in Article VII. Owner has acknowledged that the Property is subject to the provisions of this IGA by execution of the Owner's Consent.

**2.03 Third Party Performance.** Any non-governmental obligation imposed on the Districts by this IGA may be assumed and discharged by Owner, a Property developer, a homebuilder, or other Property owner. However, such assumption by a third party shall not release the Districts from its underlying obligation.

**2.04 Reservation of Powers.** Except as provided in this IGA or as necessary to give effect to the intent and purpose of this IGA, Town and Districts reserve all of their respective powers and authority as independent governmental entities. Nothing in this IGA shall preclude or impair the Districts from imposing District Fees, provided that the Districts shall not impose District Fees such that the Town's right of enforcement or collection of the Equipment Surcharge and Service Charges is in any manner impaired or subordinated.

**2.05 Limited Purpose.** This IGA is limited to the Service Commitment and the Property is subject only to the Wastewater Regulations and Water Regulations pursuant to the Water Service IGA, as components of the Town Regulations. Except for fire and emergency medical service provided by the Town on behalf of the Castle Rock Fire Protection District and the Water Service commitment under the Water Service IGA, the Town does not currently provide other municipal services to the Property, nor are the Districts or owner currently subject to other Town Regulations or the payment of other fees, charges and exactions the Town imposes on development within its municipal limits.

**2.06 Joint Responsibility.** District No. 1 is assigned primary responsibility for performance and compliance with this IGA. However, to the extent that District No. 2's approval or authorization is necessary to enable District 1 to fully perform this IGA, District No. 2 shall be so obligated. Should District No. 1 be dissolved as part of a consolidation into District No. 2, references in this IGA to District shall mean District No. 2. Subject to these qualifications, references to District shall mean District No. 1.

### **ARTICLE III FACILITIES DEVELOPMENT AND MAINTENANCE**

**3.01 Wastewater Treatment Capacity.** District No. 1 hereby assigns its rights to the wastewater treatment capacity in the Plant (as defined in the Canyons Service Agreement) to Taps

(as defined in the Canyons Service Agreement) (the “Capacity”) to the Town and the Town acknowledges that the rights to the Capacity is not absolute until such time as physical connection of a Tap is made to the Plant and the Tap is deemed a Utilized Tap (as defined in the Canyons Service Agreement). The Town acknowledges that only at such time as a Tap is deemed a Utilized Tap, shall the Town have the right to access the Capacity related to such Tap. The Town further acknowledges that until such time, its rights to the Capacity related to Unutilized Taps (as defined in the Canyons Service Agreement) are contingent upon ongoing payment of Service Charges (as defined in the Canyons Service Agreement) related to Unutilized Taps by the Developer to the Pinery pursuant to the Canyons Service Agreement and the Pinery will continue to have the right to lien properties for unpaid Service Charges related to such Unutilized Taps. The Parties acknowledge that in no event shall the Town have any obligation for payment of the Service Charges.

**3.02 Wastewater Treatment.** Town shall have no obligation to develop or fund Facilities. However, Town shall keep in force and effect the right to wastewater treatment through the Pinery Treatment IGA, provided the Districts acquire sufficient treatment capacity pursuant to the Canyons Service Agreement.

**3.03 District Facilities.** Town shall have no obligation to construct or finance the Facilities except as required under the Town’s maintenance obligation of the Facilities. District No. 1 shall construct the District Facilities the sole expense of the Districts. The District Facilities will connect to the existing facilities of the Pinery as depicted on the Facilities Plan. District Facilities shall be permitted through the Town in the same manner as similar infrastructure is permitted in the Town. District Facilities shall be constructed to the public works standards and other applicable provisions of the Wastewater Regulations and District Regulations not in conflict with the Wastewater Regulations and the approved Plans. Town shall provide Plan review, public works inspection and acceptance services in consideration of the payment of public works permit fees.

Upon substantial completion of the District Facilities, good and marketable title to the District Facilities shall be conveyed to the Town by warranty bill of sale substantially in the form attached as *Exhibit 4*. In the event District Facilities are not constructed within a public right of way or easement that runs to the benefit of the Town, the Districts shall concurrently cause to be conveyed to Town suitable easements to permit Town’s ongoing operation and maintenance of

such District Facilities. The requirements for the quality of title and title insurance for such easements shall be the same as those prescribed for Property Interests in 3.05.

During the applicable warranty period under the District Regulations, District No. 1 will diligently address warranty items and apply, as necessary, the financial surety posted during the warranty period.

The Town's obligation to provide Wastewater Service to any particular developing area of the Property is dependent and conditioned upon the District's substantial and good faith compliance with the standards and requirements set forth in this section 3.03 in the development of the District Facilities servicing such area.

**3.04 Operation and Maintenance.** Town shall operate, maintain and repair the District Facilities and all aspects of the wastewater system servicing the Property to the same service level standards as the Town maintains within the Town. After final acceptance of the District Facilities, the Districts shall have no obligation to fund operation and maintenance of the District Facilities.

**3.05 Property Interests.** If required by the Town in the future, the Districts shall cause to be conveyed to Town, at no cost to Town, necessary sites and easements on the Property to permit the reconfiguration, replacement or maintenance of the Facilities ("Property Interests"). The standards for the scope of the Property Interests generally shall be of a size and configuration for public works constructed in the Town. Additional Property Interests shall be conveyed with marketable title, free of liens, encumbrances, taxes and restrictive covenants (including typical CCR's for new communities). Town shall be provided title insurance at District's expense in amounts reflecting fair market value of the respective Property Interests.

#### **ARTICLE IV SERVICE CHARGES AND EQUIPMENT SURCHARGE**

**4.01 Extraterritorial Fees and Charges.** All Service Charges shall be imposed at the rate of 125% of the amount that is imposed under the Wastewater Regulations for wastewater service within the Town limits. All references in this IGA to Service Charges applicable to the Property shall be inclusive of this 25% extraterritorial surcharge. The Districts shall impose the Equipment Surcharge and Service Charges within the Property through the District Regulations, as provided in this Article IV.

**4.02 District Adoption of Wastewater Regulations.** At all times during the term of this IGA, Districts shall maintain in force the Wastewater Regulations as the independent overlapping regulations of the Districts. The District Regulations must at all times reflect the Wastewater Regulations in all aspects. The Districts hereby delegate to Town the authority to collect and enforce payment of the Equipment Surcharge and Service Charges in accordance with this IGA. A joint resolution of the Districts' Boards adopting the District Regulations effective with approval of this IGA is attached as *Exhibit 5*.

Periodically, as the Town revises the Wastewater Regulations ("Revisions") it shall give the Districts' Boards reasonable prior notice of the Revisions such that the District's Boards may take necessary legislative and administrative actions to incorporate the Revisions into the District Regulations ("District Revisions"). The effective date of the District Revisions shall coincide with the effective date of the Revisions. Reasonable prior notice shall mean the public notice of the Revisions the Town in fact gave its citizens prior to adoption of the Revisions. Provided further, the Town shall make concerted efforts to involve the District's Boards and customers of the Districts in the informal Town processes preceding formal notice of the proposed Revisions, such that there is adequate opportunity for the District's Boards and residents of the Districts to become apprised of the proposed Revisions and give input to the Town prior to final action on the Revisions.

Failure of the Districts to timely adopt the District Revisions in strict compliance with the provisions of this section, entitles the Town to pursue its remedies under Article V, including termination of the Service Commitment under section 5.03. Nothing in this section shall preclude the Town from adopting Revisions under its emergency powers for the immediate preservation of the public health, safety and welfare.

**4.03 District Certifications.** Annually, not later than January 15<sup>th</sup>, the Districts shall certify to the Town that as of the commencement of that calendar year, the District Regulations lawfully impose a schedule of Service Charges in compliance with this IGA. Failure of the Districts to conform the District Regulations to the Revisions, including specifically changes or additions to the Service Charges shall constitute a Default under section 5.01 and trigger application of the termination provisions of 5.03. In addition to such annual certification, the Districts shall promptly respond to Town requests for periodic certification of compliance of the District Regulations with this IGA.

**4.04 Payment of Equipment Surcharge.** The Equipment Surcharge shall be paid directly to the Town concurrently with payment of the Fees as set forth in Section 4.04 of the Water Service Agreement, at which time Town will issue a certificate of payment to the permittee (“Payment Certificate”). As part of the review and process preceding issuance of the Payment Certificate, the Town shall determine compliance with applicable Wastewater Regulations in the same manner if the Town were issuing a building permit for the subject improvement.

Town will provide a level of customer service in the review of permit applications equivalent to the customer service provided to applicants for building permits in the Town. Payment of the applicable Equipment Surcharge and tender of a Payment Certificate shall be a condition of issuance of the building permit by Douglas County. Prior to the issuance of the first Payment Certificate, Town and Districts shall establish a written protocol with Douglas County which implements the process for collection of the Equipment Surcharge and issuance of Payment Certificates prescribed by this Section.

**4.05 Service Charges.** Service Charges shall be billed and collected directly by Town to customers in the same manner as the Town administers the billing and collection of Service Charges within its municipal limits, provided that the billing shall reflect that the billing is issued under the concurrent authority of the Districts. All collection and delinquency processes and charges in the Wastewater Regulations shall apply to Wastewater Service to the Property by virtue of the District Regulations. The Districts shall assist the Town in enforcing collection of Service Charges.

## **ARTICLE V DEFAULT AND TERMINATION**

**5.01 Default Notice and Cure Rights.** In the event either party alleges that the other is in default of this IGA (“Default”), the non-defaulting party shall first notify the defaulting party in writing of the Default (“Default Notice”) and specify the exact nature of the Default in the Default Notice. The defaulting party shall have 60 days from receipt of the Default Notice within which to cure the Default (“Cure Period”) before the non-defaulting party may exercise its remedies.

**5.02 Mutual Remedies.** If a Default is not cured within the Cure Period, and in addition to any specific remedies or consequences provided elsewhere in this IGA, the non-defaulting party shall have the right to take whatever action at law or in equity that is necessary or desirable to

enforce the performance and observation of this IGA by the defaulting party, including equitable remedies afforded under Rule 106 CRCP.

**5.03 Termination of Service Commitment.** In the event that: (i) the uncured Default is the failure of the District(s) to comply with the obligations to enact and enforce the District Regulations and/or District Revisions, in accordance with 4.02, or (ii) there is a final judicial disposition of litigation commenced by the Town under 5.02 that encompasses both of the following elements, or (iii) the District(s) is dissolved or vacancies on the Board(s) preclude the maintenance of a quorum of the Board(s) for a period of time longer than 60 days, or (iv) the District(s) see relief under Chapter 9 of the United States Bankruptcy Code, (each of the foregoing constituting a “Terminable Event”) the Town may terminate the Service Commitment in accordance with the further provisions of this section:

- A. The District(s)’ independent governmental powers and/or public policy preclude the judicial enforcement or the mandated cure of the Default or the grant of the other equitable relief sought by the Town against the District(s) and/or its Board(s); and
- B. There is no concurrent finding that the underlying Wastewater Regulation upon which the Town seeks District(s) performance is invalid or was not lawfully adopted or enacted by the Town.

Upon commencement of a Terminable Event, the Town may give notice to the Districts of termination of the Service Commitment (“Termination Notice”). Alternatively, the Town may seek judicial relief. Absent supplemental agreement between Town and District(s), District(s) shall have 180 days from the date of the Termination Notice to acquire alternative wastewater service from other wastewater service providers (“Termination”). In conjunction with Termination, the assumption of wastewater service to the Property by a third party, the Town shall convey its interest in the District Facilities and related easements necessary for the new wastewater provider to facilitate the assumption of ownership and maintenance responsibilities by such provider.

Upon Termination, the Town shall retain ownership and interest in the Equipment Surcharges and Service Charges imposed through the date of Termination.

**5.04 Cure Rights under Pinery Treatment IGA.** Districts shall have the right, but not the obligation to cure a default by the Town under the Pinery Treatment IGA so as to maintain the



ability to continue wastewater treatment by the Pinery. In that event, Districts shall have the right to seek recoupment of its expenditures incurred in curing the Town default.

**ARTICLE VI  
MISCELLANEOUS**

**6.01 Notice.** All notices or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Town:                    Castle Rock Water Enterprise  
   Attn: Director of Castle Rock Water  
   100 N. Wilcox Street  
   Castle Rock, Colorado 80104

With copy to:                Town Attorney  
   Town of Castle Rock  
   100 N. Wilcox Street  
   Castle Rock, Colorado 80104

If to District No. 1        Crowfoot Valley Ranch Metropolitan District No. 1  
   141 Union Boulevard, Suite 150  
   Lakewood, Colorado 80228  
   Attn: Ann Finn

With copy to:                Crowfoot Valley Ranch Metropolitan District No. 1  
   390 Union Boulevard, Suite 400  
   Denver, Colorado 80228  
   Attn: Matthew Ruhland

If to District No. 2        Crowfoot Valley Ranch Metropolitan District No. 2  
   141 Union Boulevard, Suite 150  
   Lakewood, Colorado 80228  
   Attn: Ann Finn

With copy to:                Crowfoot Valley Ranch Metropolitan District No. 2  
   390 Union Boulevard, Suite 400  
   Denver, Colorado 80228  
   Attn: Matthew Ruhland

**6.02 Notice of Meetings.** The Districts shall submit a copy of a written notice of every regular or special meeting of the Districts to the Town Clerk at least three days prior to such meeting.

**6.03 Assignment.** No transfer or assignment of this IGA or of any rights hereunder shall be made by either party, other than Town may assign this IGA to another governmental entity as part of the transfer of all of the Town's water system to such entity. In the event of such transfer, the entity assuming responsibility for Wastewater Service to the Property shall expressly assume the Town's responsibility under this IGA.

**6.04 Indemnification.**

**6.05 Amendments.** This IGA may be amended only in writing upon the consent of the parties. Amendments shall be approved by resolution of the Council and resolution of the Board.

**6.06 No Waiver.** The waiver or delay of enforcement of one or more terms of this IGA shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this IGA shall not constitute a waiver of any terms of this IGA.

**6.07 TABOR Compliance.** This IGA does not create indebtedness or any party within the meaning of any constitutional, home rule charter or statutory limitation or provision. The obligations of the parties under this IGA do not create a multiple fiscal year obligation under Article X, Section 20 of the Colorado Constitution.

**6.08 Entire Agreement.** This IGA contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

**6.09 Recordation.** This IGA shall be recorded in the Records.

**6.10 Effective Date.** This IGA shall become effective upon its mutual execution by Town and Districts.

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **CASTLE ROCK**  
**WASTEWATER ENTERPRISE**

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Lisa Anderson, Town Clerk

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Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

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Robert J. Slentz, Town Attorney

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Mark Marlowe, Director of Castle Rock Water

**CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1**, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

---

Chad Murphy, Chair

Attest:

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

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

---

Chad Murphy, Chair

Attest:

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

**ADDENDUM 3**  
**Intergovernmental Agreement between the Denver Southeast District and Castle**  
**Rock**

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT  
D/B/A PINERY WATER AND WASTEWATER DISTRICT AND THE  
TOWN OF CASTLE ROCK**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) dated \_\_\_\_\_, 2020, by and between DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT d/b/a PINERY WATER AND WASTEWATER DISTRICT (“District”), a political subdivision of the State of Colorado, and the TOWN OF CASTLE ROCK acting by and through the CASTLE ROCK WATER ENTERPRISE (“Town”), a Colorado municipal corporation.

**RECITALS**

A. WHEREAS, the Town and the Crowfoot Valley Metropolitan District Nos. 1-2 (the “Crowfoot Districts”) have concurrently entered into the Extra-territorial Wastewater Service Intergovernmental Agreement (the “Wastewater Service IGA”) by which the Town will provide wastewater collection, transmission and treatment for the Canyons South planned development of 968 residential uses and associated amenities (the “Canyons South Service Area”) as further described on the attached *Exhibit A*;

B. WHEREAS, the District owns and operates a wastewater treatment plant and other wastewater facilities known as the Pinery Wastewater Treatment Plant (“Plant”);

C. WHEREAS, the District has committed to maintain 973 single family units of wastewater treatment capacity for the purpose of treating wastewater flows from anticipated development in the Canyons South Service Area (the “Treatment Capacity”), as set forth in a separate agreement entitled Denver Southeast Suburban and Sanitation District Service Agreement (The Canyons) (the “Service Agreement”), by and between the District and HT Canyons South Development LP, a Delaware limited partnership, as successor in interest to Mississippi Partnership, a Colorado general partnership, recorded in the real property records of Douglas County, Colorado at Reception No. 2005000493 on January 3, 2005, as amended by that certain Second Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. 2016086230 on November 29, 2016, and that certain Third Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. 2017050688 on July 26, 2017, and by that certain Assignment of and Fourth Amendment, recorded in the real property records of Douglas County, Colorado at Reception No. \_\_\_\_\_ on \_\_\_\_\_, 2020 (the “Fourth Amendment to Service Agreement”) (the Service Agreement and all amendments thereto are collectively referred to herein as the “Service Agreement”);

D. WHEREAS, pursuant to the Fourth Amendment to Service Agreement, Crowfoot District No. 1 assumed certain rights and obligations relating to the Treatment Capacity;

E. WHEREAS, the Wastewater Service IGA provides for the assignment of the Treatment Capacity from Crowfoot District No. 1 to the Town;

F. WHEREAS, the Town expressly acknowledges that the rights in the Treatment Capacity are not absolute until such time as physical connection is made to the District's service lines and facilities and is contingent upon ongoing payment by the Developer of Service Charges (as defined in the Service Agreement).

F. WHEREAS, the purpose of this Agreement is to specify the financial and other terms and conditions by which the District will treat wastewater at the Plant utilizing the Treatment Capacity to enable the Town to provide wastewater services pursuant to the Wastewater Service IGA;

E. WHEREAS, the District and the Town have the power and authority to enter into agreements and contracts affecting their affairs and have the management, control and supervision of all their respective business, including construction, installation, operation and maintenance of wastewater facilities, and also have power and authority to provide services and facilities outside their boundaries;

F. WHEREAS, the District has adopted Rules and Regulations ("Regulations"), which are hereby incorporated herein by reference, as they may be amended from time to time, which the Town acknowledges to be applicable and binding upon the Town as further provided in this Agreement;

G. WHEREAS, the District has adopted a schedule of fees attached as *Exhibit B* ("Fee Schedule") which may be amended from time to time by the District subject to the terms and conditions of this Agreement;

H. WHEREAS, it is the desire of the Town to utilize the Treatment Capacity and the facilities owned by the District for the treatment of wastewater, and the Town acknowledges that the District is entitled to impose charges for providing such wastewater treatment services outside of the boundaries of the District in amounts which exceed the District's actual cost of providing such services;

I. WHEREAS, the District is willing to provide wastewater treatment to the Town under the specific conditions set forth in this Agreement, in consideration of the fees and charges authorized under this Agreement; and

J. WHEREAS, in further consideration of the District's agreement to enter into this agreement the Town has agreed to adopt and enforce the District's Groundwater Protection Rules in that portion of the Town which lies in the Cherry Creek Stream Basin.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and stipulations hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Town agree as follows:

**INTRODUCTORY ARTICLE**  
**AMENDMENT AND RESTATEMENT**

**0.01.** The foregoing recitals are hereby incorporated into the Agreement by this reference.

**ARTICLE 1**  
**CONNECTION TO THE PLANT**

**1.01** In accordance with the Fourth Amendment to Service Agreement, Crowfoot District No. 1 shall construct (or cause others to construct), at no cost to the District, the interceptor (the “Canyons South Interceptor”) required to connect the points of individual discharge within the Canyons South Service Area to the “District Line”, as the District Line is described in the attached *Exhibit C*. Town shall own and maintain that portion of the Canyons South Interceptor between the points of individual discharge and the Canyons South Flow Metering Station referenced in Section 2.02, below. The District shall own and maintain all lines and appurtenances from and including the Canyons South Flow Metering Station to the Plant.

**ARTICLE II**  
**WASTEWATER TREATMENT**

**2.01** The District agrees to treat up to 0.24 million gallons per day average annual flow of wastewater, but not more than 0.27 million gallons per day monthly average flow of wastewater discharged from the Canyons South Service Area (the “Canyons South Service Commitment”). Nothing contained in this Agreement shall be construed to require the District to provide treatment capacity exceeding the Canyons South Service Commitment or servicing property outside the Canyons South Service Area without the express written consent of the District. Wastewater flows treated by the District in excess of the Canyons South Service Commitment shall be subject to a surcharge of 25% of the standard service charge authorized under this Agreement.

**2.02** In accordance with the Fourth Amendment to Service Agreement, Crowfoot District No. 1 shall construct (or cause others to construct), at no cost to District, a flow metering station to measure the wastewater flows from the Canyons South Service Area (“Canyons South Flow Metering Station” or “CSFMS”) in conjunction with the construction and connection of the Canyons South Interceptor. The CSFMS shall be equipped with an approved radio telemetry device, and reference to CSFMS in this Section includes radio telemetry approved by the District. The design of the CSFMS shall be subject to approval by the District. As of the date of this Agreement, the parties have not identified the appropriate location of the CSFMS. If the CSFMS is subsequently located within the boundaries of the Canyons South Service Area, Crowfoot District No. 1 shall obtain a suitable site for the CSFMS (the “Site”) at no cost to the District, and,



at the discretion of the District, Crowfoot District No. 1 shall convey (or cause others to convey) title to the Site to District, or otherwise provide District with suitable access and use rights to the Site to allow the District to monitor and maintain the CSFMS. Installation of the CSFMS in accordance with this Section shall be a condition to the District's Canyons South Service Commitment. After installation of the CSFMS by Crowfoot District No. 1 and acceptance by the District, the District shall operate and maintain the CSFMS, and keep the CSFMS calibrated accurately. If and when deemed necessary by the District in the exercise of reasonable technical judgment, the District may repair, replace, or recalibrate the CSFMS, at the District's expense. The Town shall not have any right of ownership in the physical facilities of the Plant, or any physical facility between the CSFMS and the Plant. The District shall recover its cost in maintaining and replacing the CSFMS through the Service Charges the District is authorized to impose under Article III.

**2.03 Cherry Creek Basin Authority Phosphorus Allocation.** The District has been granted an allocation permitting the discharge of a certain quantity of phosphorus to Cherry Creek by the Cherry Creek Basin Authority ("Authority"). At this time the District has a phosphorous allocation sufficient to meet the service needs. In the future, if additional phosphorous allocations are unavailable the District may have to treat to a more stringent standard, or find an alternate form of treatment. Costs associated with achieving new treatment standards will be recovered through such increases in the fees charged for service as are determined to be necessary by the District in its sole discretion to meet such treatment standards as they are amended from time to time; provided that said costs are allocated between the Canyons South Service Area and all other District users and connectors in a fair and equitable pro-rata basis.

**2.04** The Regulations, the Colorado Discharge Permits for the Plant ("Discharge Permits") issued to any facilities owned or operated by the District, and Resolutions as adopted by the District from time to time, are specifically incorporated herein by reference, as they or any of them may be amended from time to time, and are made binding upon the Canyons South Service Area. Nothing herein shall be construed so as to conflict with, negate, or cause a violation of the provisions of these documents. All applicable Regulations, including amendments thereto during the term of this Agreement, shall govern and be the minimum standards for that portion of the Town's system within the Canyons South Service Area. The Town agrees to abide by the Resolutions of the District, as well as all applicable state and federal laws, rules, regulations, or permits, including those of the Environmental Protection Agency (EPA) and the State of Colorado Department of Public Health and Environment, Water Quality Control Division, as they become effective or implemented. The Regulations do not now contain, and no amendments to the Regulations will be adopted, that will impose stricter standards, discharge limitations, or prohibitions upon the Town than apply to the District users. The Town shall inform all users, contractors, and subcontractors of such standards, rules and regulations upon inquiry from such persons, and shall not furnish any inconsistent information. It shall be the responsibility of the Town to be informed of the applicable requirements, and to enforce the same with regard to all of its users.

**2.05** Costs incurred by the District resulting from any amendments to any applicable rule, regulation or permit which requires physical improvement to the Plant, the interceptor or any other physical facility (“Compliance Costs”) may be allocated to the Town through surcharge to tap or service charges in the manner otherwise authorized by this Agreement, provided the Compliance Costs are allocated between the Town and all other District users and connectors, in a fair and equitable manner based upon Plant utilization. If any activity of the Town results in or contributes to the imposition of a fine or other penalty upon the District by any agency of applicable jurisdiction, the Town will promptly pay such fine, or ratable portion thereof, or reimburse the District in the event of such payment by the District. Alternatively, the District, at the Town’s request and expense, shall invoke such administrative appeal rights as may be afforded the District to contest such fine. The Town shall promptly pay the fine, if any, as finally assessed after such appeal or protest is concluded.

### **ARTICLE III** **FEES AND CHARGES**

**3.01** On or before the 10th day of each month, the Town shall forward to District a list of residential tap connections made in the Canyons South Service Area for the preceding month, including information regarding the location of each tap. As set forth in the

**3.02** The District will impose and collect wholesale user charges for the services provided by the District under this Agreement (the “Service Charges”) as set forth in the Fee Schedule. The Service Charges shall be based upon the wastewater flows measured at the Canyons South Flow Metering Station, applying the schedule of rates set forth in the Fee Schedule. From time to time, the District may revise the Fee Schedule, provided that the District concurrently imposes a proportionate increase in Service Charges to users in the District and other connectors, if any. Any change in the Fee Schedule shall take effect on the following January 1. The District shall give Town 90 days’ prior notice of an increase in the rate of Service Charges. In addition to the regular Service Charges, the District shall be entitled to impose the surcharge referred to in Section 2.01, above, if so authorized under 2.01.

The District shall bill the Service Charges (and any applicable surcharges imposed pursuant to Section 2.01, above) to the Town monthly. The Town shall have thirty (30) days from the date of such invoice to make full payment to the District. If any payments required by this Agreement are not made by the Town by the due date, interest on the unpaid amount shall be assessed at a monthly rate of 1.0 percent per month, and the District shall have the remedies set forth in Article V, below. No other service charges or monthly fees in lieu of service charges will be imposed pursuant to the provisions of this Article.

**3.03** All discharge limitations and prohibitions in the Regulations, as the same may be amended from time to time, are incorporated herein as though set forth verbatim. The District shall not be required to treat any wastewater containing any prohibited constituent, nor any other constituent that may adversely affect the treatment capability of the Plant, or beneficial use of its biosolids, as reasonably determined by the District. If it is determined that a constituent or

constituents are present that would adversely affect the Plant, or its ability to treat wastewater in accordance with the terms of any Discharge Permit, and if the District demonstrates by evidence obtained at the Flow Metering Station that such constituent is present in wastewater flow generated within the Town, the Town shall promptly proceed to rectify such condition. The Town is prohibited from discharging any substances into the Plant, which are prohibited by the Regulations. The Town shall make reasonable and diligent efforts to prevent all such prohibited discharges by its customers or users. To the extent permitted by law, the Town shall indemnify and hold harmless the District from and in respect to any and all loss, liability, claim, penalty, fine or obligation arising from or in connection with any prohibited discharge by the Town or its customers or users, or the discharge of any other constituent that would adversely affect the Plant or its ability to treat wastewater in accordance with the terms of any Discharge Permit.

The parties acknowledge that certain types of discharges may subject users to the Federal Pretreatment Regulations (the "FPR"). In the event any user within the Town discharges wastewater requiring pretreatment pursuant to the FPR, the Town will require such user to meet all applicable provisions of the FPR as contained in 40 C.F.R. §403. 40 C.F.R. §403 shall refer to that section included in Title 40 Code of Federal Regulations Part 403, Environmental Protection Agency General Pretreatment Regulations as authorized by the Federal Water Pollution Control Act Amendments of 1972 as amended by the Clean Water Act of 1977 (33 U.S.C. 1251 et seq.), or such regulations and statutes as may from time to time be amended.

#### **ARTICLE IV** **RETURN FLOW CREDITS**

**4.01** Town retains the absolute ownership and control over the Town's treated wastewater flows discharged from the Plant pursuant to this Agreement, including the right to use and reuse such effluent to extinction and to sell, lease or transfer such effluent to third parties: provided, however, prior to such sale, lease or transfer, District shall have the first right of refusal. District shall have 30 days from the date of notice of such proposed transaction, to notify Town of its desire to enter into the transaction with the Town on identical terms. In the event District does not give Town timely notice of its election to proceed with the transaction and fully perform the transaction, Town may conclude the transaction with the third party. By facilitating the discharge of the treated effluent attributable to the Town's wastewater flows to Cherry Creek, District does not acquire any return flow credits or other water right entitlement. District acknowledges that the Town, at its sole expense, may capture such effluent for transmission and application within the Town. The District may not transfer any interest or use rights in the Town return flows to third parties.

#### **ARTICLE V** **ENFORCEMENT AND REMEDIES FOR BREACH**

**5.01** Failure of either party to comply with any obligation or requirement contained in this Agreement shall constitute a default under this Agreement. In the event of such default, the non-defaulting party shall send notice of the default (the "Default Notice") and the defaulting party

shall have 10 days from the date of the default notice to cure such default. In the event a timely cure is not effected, the non-defaulting party shall have the right to legal and equitable relief, including damages and/or injunctive relief. In addition to the general remedies afforded the parties under this Section 6.01, the specific remedies and consequences set forth in the text of this Agreement shall be enforceable by appropriate judicial judgment or order. In any judicial action commenced to enforce this Agreement, the prevailing party shall be entitled to judgment for its reasonable attorney's fees and costs.

**5.02** In the event that the District obtains a Court order authorizing termination of the Canyons South Service Commitment, the District shall have the right to go upon the property or easements of the Town, and to perform the physical disconnection of the Town's facilities from any line, interceptor or conduit delivering effluent to the Plant, provided that the Town is first given any advance notice mandated by the Court. The Town shall reimburse the costs of such disconnection to the District.

**5.03** The District shall have the right to refuse to serve a user or potential user, disconnect the service of any user pursuant to appropriate law, or take other appropriate action in the event of violation or non-compliance by such user with the Regulations or any applicable law, rule, permit or regulation of the County of Douglas, State of Colorado, or the United States.

**5.04** The Town agrees to police any and all of its facilities in order to protect and prevent any unauthorized connections thereto. Further, the Town agrees upon detection to cause the disconnection of any unauthorized wastewater taps. In the event an unauthorized tap is discovered by the Town, the District and the Town shall cooperate and take all necessary actions to collect any and all tap fees, service charges and penalties set forth herein.

## **ARTICLE VI** **MISCELLANEOUS PROVISIONS**

**6.01** Each of the parties warrants that it has full right, power and authority to enter into and perform this Agreement.

**6.02** The Town and the District covenant that they 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.

**6.03** Upon the execution by both parties, this Agreement shall be in full force and effect, and shall be legally binding upon the parties. This agreement shall continue in perpetuity until terminated by mutual written agreement of the parties hereto, or as provided elsewhere herein.

**6.04** Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or give to, any person other than the parties, any right, remedy or claim under or by reason of this Agreement or any covenants, terms, conditions and provisions hereof, and all the

covenants, terms, conditions and provisions hereof shall be for the sole and exclusive benefit of the parties hereto which shall inure to and be binding upon the successors and assigns of the parties.

**6.05** This Agreement may not be assigned by the parties without the prior written mutual consent of the parties.

**6.06** None of the obligations of the parties hereunder shall impair the credit of the other party.

**6.07** All notices, billings and payments required to be given or made under this Agreement shall be in writing and shall be hand delivered or sent by certified mail, return receipt requested, to the following addressees:

DISTRICT: Denver Southeast Suburban Water and Sanitation District  
d/b/a Pinery Water and Wastewater District  
P.O. Box 1660  
Parker, CO 80134

With a copy to: Folkestad Fazekas Barrick & Patoile  
18 S. Wilcox St., Suite 200  
Castle Rock, CO 80104  
Attn: Joe Kinlaw, General Counsel

TOWN: Town of Castle Rock  
100 North Wilcox Street  
Castle Rock, CO 80104

All notices will be deemed effective one (1) day after hand delivery, or, if mailed, upon receipt. Either party, by written notice so provided, may change the address to which future notices shall be sent.

**6.08** 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 or condition shall not affect any other provision contained herein, the intention of the parties being that all provisions hereof are severable.

**6.09** This Agreement constitutes the entire agreement between the parties hereto concerning the subject matter hereof, and all prior negotiations, representations, writing, contracts, understandings, or agreements pertaining to such matters are superseded by this Agreement.

**6.10** The District shall have no responsibility, liability or authority concerning any wastewater treatment facilities belonging to the Town, and the Town does, to the extent permitted by law, hereby indemnify and hold harmless the District from and against any and all claims,

liability, causes of action, obligation or undertaking arising from or in connection with such other facilities.

**6.11** It is understood that the District is providing only wastewater treatment service, in accordance with the terms hereof. This Agreement does not offer, and shall not be construed as offering, wastewater treatment service or any other service to the public generally.

**6.12** Any disputes arising between the parties hereto shall be resolved through mandatory arbitration in accordance with the applicable procedure and rules of the American Arbitration Association.

**6.13** Whenever the District or the Town is named or referred to herein, such provision shall be deemed to include the duly constituted and authorized successors of the District or the Town, respectively.

**6.14.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in their respective signatures, intending that this Agreement shall become effective as of the date first above written.

**DISTRICT:**

**DENVER SOUTHEAST SUBURBAN WATER  
AND WASTEWATER DISTRICT, D/B/A  
PINERY WATER AND WASTEWATER  
DISTRICT**

By: \_\_\_\_\_  
Walter E. Partridge, Chairman

**ATTEST:**

\_\_\_\_\_  
Heidi A. Tackett, Secretary

STATE OF COLORADO             )  
   )       ss.  
COUNTY OF DOUGLAS        )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, Chairman, and \_\_\_\_\_, Secretary for Denver Southeast Suburban Water and Sanitation District, d/b/a Pinery Water and Wastewater District.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public

**ATTEST:**

**TOWN OF CASTLE ROCK**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

Approved as to form:

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

STATE OF COLORADO            )  
  )  
COUNTY OF DOUGLAS         )        ss.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by  
Lisa Anderson as Town Clerk and Jason Gray as Mayor of the Town of Castle Rock, Colorado.

Witness my hand and official seal.

My commission expires \_\_\_\_\_

\_\_\_\_\_  
Notary Public



**EXHIBIT LIST**

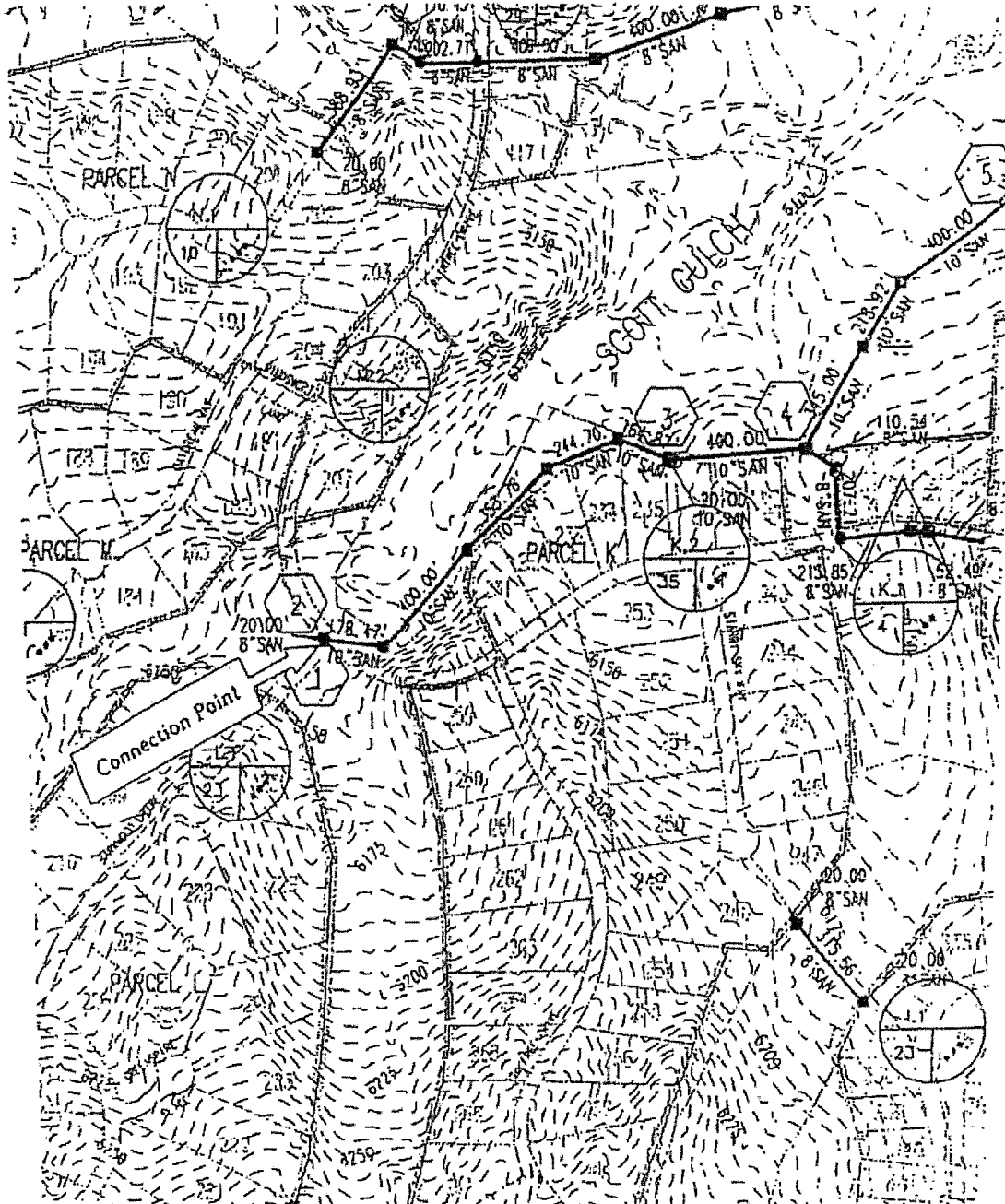
**EXHIBIT A  
EXHIBIT B  
EXHIBIT C**

**Canyons South Service Area  
Fee Schedule  
District Line Description**

**EXHIBIT A**  
**CANYONS SOUTH SERVICE AREA**

**EXHIBIT B  
FEE SCHEDULE**

EXHIBIT C  
DISTRICT LINE



**EXTRA-TERRITORIAL  
WASTEWATER SERVICE  
INTERGOVERNMENTAL AGREEMENT**

**DATE:** \_\_\_\_\_, 2020.

**PARTIES:** **TOWN OF CASTLE ROCK**, a home rule municipal corporation, acting by and through the **CASTLE ROCK WASTEWATER ENTERPRISE**, 100 N. Wilcox Street, Castle Rock, Colorado 80104 (“Town”).

**CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NOS. 1 and 2**, quasi-municipal corporations and political subdivisions of the State of Colorado, (141 Union Boulevard, Suite 150, Lakewood, Colorado 80228) (“Districts”).

**RECITALS:**

- A. Initially capitalized words and phrases used in this IGA have the meanings stated in Article I, or as indicated elsewhere in the Agreement.
- B. The Districts are organized to provide public improvements, facilities and services within their service area, which is generally coextensive with the property in unincorporated Douglas County in development as Canyons South, more particularly described in the attached *Exhibit 1* (“Property”). The Town will provide water service to the Property in accordance with the Water Service Agreement, as defined below.
- C. The Town and Districts have determined it is mutually beneficial for the Town to provide wastewater service to the Property on the terms and conditions prescribed in this IGA.
- D. Pursuant to the Canyons Service Agreement between District No. 1, HT Canyons South Development LP (the “Developer”) and the Denver Southeast Suburban Water and Sanitation District d/b/a Pinery Water and Wastewater District (the “Pinery”), District No. 1 has the contractual right to acquire wastewater treatment capacity at the Pinery wastewater plant sufficient to accommodate the treatment of the wastewater flows from the Property at full development.
- E. Pursuant to the Pinery Treatment IGA between Town and the Pinery, Town has acquired the right to treatment of the wastewater flows from the Property, subject to the District’s acquisition of sufficient treatment capacity under the Canyons Service Agreement.

- F. Pursuant to this IGA, the Property will receive wastewater service from the Town in the same manner and to a similar service standard as properties within the municipal limits of the Town, subject to a twenty-five percent (25%) surcharge on all Service Charges.
- G. The Town's provision of wastewater service to the Districts is premised on the Districts' commitment to adopt and enforce the Town's comprehensive wastewater service and management regulations as the regulations of the Districts, such that the residents and other customers of the Districts have the same privileges and responsibilities as Town residents and customers. Accordingly, the Districts will adopt changes and additions to Town Regulations imposed by the Town within its municipal service area from time to time to maintain a consistent regulatory scheme.
- H. Under the terms of the Consolidated Service Plan for the Districts, District No. 1 has the primary responsibility for developing infrastructure and maintaining public services for the Property. District No. 2 is primarily a financing entity.
- I. The constitution and laws of the State of Colorado permit and encourage cooperative efforts by local governments to make the most efficient and effective use of their powers, responsibilities and resources and to enter into cooperative agreements on such matters as are addressed in this IGA.

**COVENANTS:**

**THEREFORE**, in reliance on the matters set forth above and in consideration of the mutual promises contained in this IGA, the parties agree and covenant as follows:

**ARTICLE I  
DEFINITIONS**

**1.01 Defined Terms.** The following words, when capitalized in the text shall have the meanings indicated:

**Board:** the Board of Directors of District No. 1 or District No. 2, as applicable.

**Canyons Service Agreement:** Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated December 23, 2004, recorded in the Records on January 3, 2005 at Reception No. 2005000493, as amended by that certain Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated May 29, 2009 recorded in the Records on June 2, 2009 at Reception No. 2009041897, and as amended by that certain Second Amendment to Denver Southeast

Suburban Water and Sanitation District Service Agreement (The Canyons) dated November 16, 2016, recorded in the Records on November 29, 2016 at Reception No. 2016086230, and as amended by that certain Third Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated July 19, 2017, recorded in the Records on July 26, 2017 at Reception No. 2017050688, and as amended by that certain Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement (The Canyons) dated \_\_\_\_\_, 2020, recorded in the Records on \_\_\_\_\_, 2020 at Reception No. 2020\_\_\_\_\_.

**Charter:** the Home Rule Charter of the Town, as amended.

**Code:** the Castle Rock Municipal Code, as amended.

**C.R.S.:** the Colorado Revised Statutes, as amended.

**Council:** the Castle Rock Town Council, the governing body of the Town.

**Development Plan:** the land use development plans and regulations approved for the Property by Douglas County.

**District or District No. 1:** the Crowfoot Valley Ranch Metropolitan District No. 1.

**District No. 2:** the Crowfoot Valley Ranch Metropolitan District No. 2.

**Districts:** Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

**District Facilities:** those collection and transmission lines and associated appurtenances to be constructed by the Districts, conveyed to and maintained by the Town.

**District Fees:** those fees and charges imposed by the Districts, independent of this IGA.

**District Regulations:** the Wastewater Regulations adopted by the District.

**Equipment Surcharge:** \$412 per connection to the wastewater system collected as condition to connection to the Town's wastewater system for the purpose of Town funding equipment necessary to meet the Service Commitment.

**Facilities:** the wastewater collection infrastructure required to serve the Property.

**Facilities Plan:** the plan attached as *Exhibit 2* depicting the location of necessary District Facilities.

**IGA:** this Extraterritorial Wastewater Service Intergovernmental Agreement and any amendments and supplements to it.

**Owner:** the record owner(s) of the Property. As of the date of this IGA, the Owner is HT Canyons South Development LP.

**Owner's Consent:** the document attached as *Exhibit 3* containing the acceptance and consent of the Owner to this IGA.

**Pinery Treatment IGA:** Intergovernmental Agreement between Denver Southeast Suburban Water and Sanitation District D/B/A Pinery Water and Wastewater District and the Town of Castle Rock dated \_\_\_\_\_, 2020, recorded in the Records on \_\_\_\_\_, 2020 at Reception No. 2020\_\_\_\_\_.

**Plans:** the plans, documents, drawings, and specifications prepared by or for the Districts and approved by the Town for construction, installation or acquisition of any of the Facilities.

**Property:** the real property that is subject to this IGA and is described in the attached *Exhibit 1*.

**Records:** the public records maintained by the Douglas County Clerk and Recorder.

**Service Charges:** the periodic charges for Wastewater Service in accordance with Section 4.01 of this IGA.

**Town:** the Town of Castle Rock, a home rule municipal corporation.

**Town Regulations:** the Charter, ordinances, resolutions, rules and regulations of the Town, including the Code and the provisions of all public works and building codes, as the same may be amended from time to time. Reference to Town Regulations shall mean the Town Regulations in effect at the time of application of the term under this IGA.

**Water Service:** the provision of potable water service for domestic use, inclusive of fire flows, in accordance with the terms of the Water Service IGA.

**Water Service IGA:** Castle Rock / Canyons South Water Service Intergovernmental Agreement dated June 14, 2005, recorded in the Records on September 7, 2005 at Reception No. 2005085039.

**Wastewater Regulations:** the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal wastewater service, including Service Charges, public works regulations inclusive of the infrastructure permitting, construction,



inspection and acceptance. Reference to the Wastewater Regulations shall mean the Wastewater Regulations in effect at the time of application under this IGA.

**Wastewater Service:** the collection and treatment of wastewater from the Property in accordance with the terms of this IGA

**Water Regulations:** the comprehensive regulatory scheme in the Town Regulations governing all aspects of the provision of municipal water service, including Fees, Service Charges, public works regulations inclusive of the infrastructure permitting, construction, inspection and acceptance, backflow prevention, water use management practices and Conservation Regulations. Reference to the Water Regulations shall mean the Water Regulations in effect at the time of application under the Water Service IGA.

Certain other terms are defined in the text of this IGA and shall have the meaning indicated.

**1.02 Cross-Reference.** Any reference in the text to a section or article number, without further description shall mean such section or article in this IGA.

## **ARTICLE II GENERAL PROVISIONS**

**2.01 Interpretation and Construction.** This IGA shall be applied and interpreted to further the following fundamental concepts, unless expressly provided to the contrary in the text:

- A. The Property is to receive Wastewater Service to the same standards and subject to the same requirements as properties and customers within the municipal limits of the Town;
- B. The provision of Wastewater Service will be governed by the Wastewater Regulations as they evolve during the term of this IGA, so long as the Wastewater Regulations are applied to the Property and properties within the municipal limits of the Town in a non-discriminatory manner; and
- C. The Districts will promptly adopt and enforce the Wastewater Regulations on the Property as the separate regulations of the District.

**2.02 Intended Beneficiary.** This IGA is entered into for the express and intended purpose of permitting the development of the Property in accordance with the Development Plan. In reliance upon and to enable the Town's Wastewater Service commitment to the Property ("Service Commitment"), Owner and its successors in interest to ownership of the Property are entitled to all rights and benefits afforded Districts under this IGA, including the contractual right

to obtain enforcement of this IGA as provided in Article VII. Owner has acknowledged that the Property is subject to the provisions of this IGA by execution of the Owner's Consent.

**2.03 Third Party Performance.** Any non-governmental obligation imposed on the Districts by this IGA may be assumed and discharged by Owner, a Property developer, a homebuilder, or other Property owner. However, such assumption by a third party shall not release the Districts from its underlying obligation.

**2.04 Reservation of Powers.** Except as provided in this IGA or as necessary to give effect to the intent and purpose of this IGA, Town and Districts reserve all of their respective powers and authority as independent governmental entities. Nothing in this IGA shall preclude or impair the Districts from imposing District Fees, provided that the Districts shall not impose District Fees such that the Town's right of enforcement or collection of the Equipment Surcharge and Service Charges is in any manner impaired or subordinated.

**2.05 Limited Purpose.** This IGA is limited to the Service Commitment and the Property is subject only to the Wastewater Regulations and Water Regulations pursuant to the Water Service IGA, as components of the Town Regulations. Except for fire and emergency medical service provided by the Town on behalf of the Castle Rock Fire Protection District and the Water Service commitment under the Water Service IGA, the Town does not currently provide other municipal services to the Property, nor are the Districts or owner currently subject to other Town Regulations or the payment of other fees, charges and exactions the Town imposes on development within its municipal limits.

**2.06 Joint Responsibility.** District No. 1 is assigned primary responsibility for performance and compliance with this IGA. However, to the extent that District No. 2's approval or authorization is necessary to enable District 1 to fully perform this IGA, District No. 2 shall be so obligated. Should District No. 1 be dissolved as part of a consolidation into District No. 2, references in this IGA to District shall mean District No. 2. Subject to these qualifications, references to District shall mean District No. 1.

### **ARTICLE III FACILITIES DEVELOPMENT AND MAINTENANCE**

**3.01 Wastewater Treatment Capacity.** District No. 1 hereby assigns its rights to the wastewater treatment capacity in the Plant (as defined in the Canyons Service Agreement) to Taps

(as defined in the Canyons Service Agreement) (the “Capacity”) to the Town and the Town acknowledges that the rights to the Capacity is not absolute until such time as physical connection of a Tap is made to the Plant and the Tap is deemed a Utilized Tap (as defined in the Canyons Service Agreement). The Town acknowledges that only at such time as a Tap is deemed a Utilized Tap, shall the Town have the right to access the Capacity related to such Tap. The Town further acknowledges that until such time, its rights to the Capacity related to Unutilized Taps (as defined in the Canyons Service Agreement) are contingent upon ongoing payment of Service Charges (as defined in the Canyons Service Agreement) related to Unutilized Taps by the Developer to the Pinery pursuant to the Canyons Service Agreement and the Pinery will continue to have the right to lien properties for unpaid Service Charges related to such Unutilized Taps. The Parties acknowledge that in no event shall the Town have any obligation for payment of the Service Charges.

**3.02 Wastewater Treatment.** Town shall have no obligation to develop or fund Facilities. However, Town shall keep in force and effect the right to wastewater treatment through the Pinery Treatment IGA, provided the Districts acquire sufficient treatment capacity pursuant to the Canyons Service Agreement.

**3.03 District Facilities.** Town shall have no obligation to construct or finance the Facilities except as required under the Town’s maintenance obligation of the Facilities. District No. 1 shall construct the District Facilities the sole expense of the Districts. The District Facilities will connect to the existing facilities of the Pinery as depicted on the Facilities Plan. District Facilities shall be permitted through the Town in the same manner as similar infrastructure is permitted in the Town. District Facilities shall be constructed to the public works standards and other applicable provisions of the Wastewater Regulations and District Regulations not in conflict with the Wastewater Regulations and the approved Plans. Town shall provide Plan review, public works inspection and acceptance services in consideration of the payment of public works permit fees.

Upon substantial completion of the District Facilities, good and marketable title to the District Facilities shall be conveyed to the Town by warranty bill of sale substantially in the form attached as *Exhibit 4*. In the event District Facilities are not constructed within a public right of way or easement that runs to the benefit of the Town, the Districts shall concurrently cause to be conveyed to Town suitable easements to permit Town’s ongoing operation and maintenance of

such District Facilities. The requirements for the quality of title and title insurance for such easements shall be the same as those prescribed for Property Interests in 3.05.

During the applicable warranty period under the District Regulations, District No. 1 will diligently address warranty items and apply, as necessary, the financial surety posted during the warranty period.

The Town's obligation to provide Wastewater Service to any particular developing area of the Property is dependent and conditioned upon the District's substantial and good faith compliance with the standards and requirements set forth in this section 3.03 in the development of the District Facilities servicing such area.

**3.04 Operation and Maintenance.** Town shall operate, maintain and repair the District Facilities and all aspects of the wastewater system servicing the Property to the same service level standards as the Town maintains within the Town. After final acceptance of the District Facilities, the Districts shall have no obligation to fund operation and maintenance of the District Facilities.

**3.05 Property Interests.** If required by the Town in the future, the Districts shall cause to be conveyed to Town, at no cost to Town, necessary sites and easements on the Property to permit the reconfiguration, replacement or maintenance of the Facilities ("Property Interests"). The standards for the scope of the Property Interests generally shall be of a size and configuration for public works constructed in the Town. Additional Property Interests shall be conveyed with marketable title, free of liens, encumbrances, taxes and restrictive covenants (including typical CCR's for new communities). Town shall be provided title insurance at District's expense in amounts reflecting fair market value of the respective Property Interests.

#### **ARTICLE IV SERVICE CHARGES AND EQUIPMENT SURCHARGE**

**4.01 Extraterritorial Fees and Charges.** All Service Charges shall be imposed at the rate of 125% of the amount that is imposed under the Wastewater Regulations for wastewater service within the Town limits. All references in this IGA to Service Charges applicable to the Property shall be inclusive of this 25% extraterritorial surcharge. The Districts shall impose the Equipment Surcharge and Service Charges within the Property through the District Regulations, as provided in this Article IV.

**4.02 District Adoption of Wastewater Regulations.** At all times during the term of this IGA, Districts shall maintain in force the Wastewater Regulations as the independent overlapping regulations of the Districts. The District Regulations must at all times reflect the Wastewater Regulations in all aspects. The Districts hereby delegate to Town the authority to collect and enforce payment of the Equipment Surcharge and Service Charges in accordance with this IGA. A joint resolution of the Districts' Boards adopting the District Regulations effective with approval of this IGA is attached as *Exhibit 5*.

Periodically, as the Town revises the Wastewater Regulations ("Revisions") it shall give the Districts' Boards reasonable prior notice of the Revisions such that the District's Boards may take necessary legislative and administrative actions to incorporate the Revisions into the District Regulations ("District Revisions"). The effective date of the District Revisions shall coincide with the effective date of the Revisions. Reasonable prior notice shall mean the public notice of the Revisions the Town in fact gave its citizens prior to adoption of the Revisions. Provided further, the Town shall make concerted efforts to involve the District's Boards and customers of the Districts in the informal Town processes preceding formal notice of the proposed Revisions, such that there is adequate opportunity for the District's Boards and residents of the Districts to become apprised of the proposed Revisions and give input to the Town prior to final action on the Revisions.

Failure of the Districts to timely adopt the District Revisions in strict compliance with the provisions of this section, entitles the Town to pursue its remedies under Article V, including termination of the Service Commitment under section 5.03. Nothing in this section shall preclude the Town from adopting Revisions under its emergency powers for the immediate preservation of the public health, safety and welfare.

**4.03 District Certifications.** Annually, not later than January 15<sup>th</sup>, the Districts shall certify to the Town that as of the commencement of that calendar year, the District Regulations lawfully impose a schedule of Service Charges in compliance with this IGA. Failure of the Districts to conform the District Regulations to the Revisions, including specifically changes or additions to the Service Charges shall constitute a Default under section 5.01 and trigger application of the termination provisions of 5.03. In addition to such annual certification, the Districts shall promptly respond to Town requests for periodic certification of compliance of the District Regulations with this IGA.

**4.04 Payment of Equipment Surcharge.** The Equipment Surcharge shall be paid directly to the Town concurrently with payment of the Fees as set forth in Section 4.04 of the Water Service Agreement, at which time Town will issue a certificate of payment to the permittee (“Payment Certificate”). As part of the review and process preceding issuance of the Payment Certificate, the Town shall determine compliance with applicable Wastewater Regulations in the same manner if the Town were issuing a building permit for the subject improvement.

Town will provide a level of customer service in the review of permit applications equivalent to the customer service provided to applicants for building permits in the Town. Payment of the applicable Equipment Surcharge and tender of a Payment Certificate shall be a condition of issuance of the building permit by Douglas County. Prior to the issuance of the first Payment Certificate, Town and Districts shall establish a written protocol with Douglas County which implements the process for collection of the Equipment Surcharge and issuance of Payment Certificates prescribed by this Section.

**4.05 Service Charges.** Service Charges shall be billed and collected directly by Town to customers in the same manner as the Town administers the billing and collection of Service Charges within its municipal limits, provided that the billing shall reflect that the billing is issued under the concurrent authority of the Districts. All collection and delinquency processes and charges in the Wastewater Regulations shall apply to Wastewater Service to the Property by virtue of the District Regulations. The Districts shall assist the Town in enforcing collection of Service Charges.

## **ARTICLE V DEFAULT AND TERMINATION**

**5.01 Default Notice and Cure Rights.** In the event either party alleges that the other is in default of this IGA (“Default”), the non-defaulting party shall first notify the defaulting party in writing of the Default (“Default Notice”) and specify the exact nature of the Default in the Default Notice. The defaulting party shall have 60 days from receipt of the Default Notice within which to cure the Default (“Cure Period”) before the non-defaulting party may exercise its remedies.

**5.02 Mutual Remedies.** If a Default is not cured within the Cure Period, and in addition to any specific remedies or consequences provided elsewhere in this IGA, the non-defaulting party shall have the right to take whatever action at law or in equity that is necessary or desirable to

enforce the performance and observation of this IGA by the defaulting party, including equitable remedies afforded under Rule 106 CRCP.

**5.03 Termination of Service Commitment.** In the event that: (i) the uncured Default is the failure of the District(s) to comply with the obligations to enact and enforce the District Regulations and/or District Revisions, in accordance with 4.02, or (ii) there is a final judicial disposition of litigation commenced by the Town under 5.02 that encompasses both of the following elements, or (iii) the District(s) is dissolved or vacancies on the Board(s) preclude the maintenance of a quorum of the Board(s) for a period of time longer than 60 days, or (iv) the District(s) see relief under Chapter 9 of the United States Bankruptcy Code, (each of the foregoing constituting a “Terminable Event”) the Town may terminate the Service Commitment in accordance with the further provisions of this section:

- A. The District(s)’ independent governmental powers and/or public policy preclude the judicial enforcement or the mandated cure of the Default or the grant of the other equitable relief sought by the Town against the District(s) and/or its Board(s); and
- B. There is no concurrent finding that the underlying Wastewater Regulation upon which the Town seeks District(s) performance is invalid or was not lawfully adopted or enacted by the Town.

Upon commencement of a Terminable Event, the Town may give notice to the Districts of termination of the Service Commitment (“Termination Notice”). Alternatively, the Town may seek judicial relief. Absent supplemental agreement between Town and District(s), District(s) shall have 180 days from the date of the Termination Notice to acquire alternative wastewater service from other wastewater service providers (“Termination”). In conjunction with Termination, the assumption of wastewater service to the Property by a third party, the Town shall convey its interest in the District Facilities and related easements necessary for the new wastewater provider to facilitate the assumption of ownership and maintenance responsibilities by such provider.

Upon Termination, the Town shall retain ownership and interest in the Equipment Surcharges and Service Charges imposed through the date of Termination.

**5.04 Cure Rights under Pinery Treatment IGA.** Districts shall have the right, but not the obligation to cure a default by the Town under the Pinery Treatment IGA so as to maintain the

ability to continue wastewater treatment by the Pinery. In that event, Districts shall have the right to seek recoupment of its expenditures incurred in curing the Town default.

**ARTICLE VI  
MISCELLANEOUS**

**6.01 Notice.** All notices or other communications shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, addressed as follows:

If to Town:                    Castle Rock Water Enterprise  
    Attn: Director of Castle Rock Water  
    100 N. Wilcox Street  
    Castle Rock, Colorado 80104

With copy to:                Town Attorney  
    Town of Castle Rock  
    100 N. Wilcox Street  
    Castle Rock, Colorado 80104

If to District No. 1        Crowfoot Valley Ranch Metropolitan District No. 1  
    141 Union Boulevard, Suite 150  
    Lakewood, Colorado 80228  
    Attn: Ann Finn

With copy to:                Crowfoot Valley Ranch Metropolitan District No. 1  
    390 Union Boulevard, Suite 400  
    Denver, Colorado 80228  
    Attn: Matthew Ruhland

If to District No. 2        Crowfoot Valley Ranch Metropolitan District No. 2  
    141 Union Boulevard, Suite 150  
    Lakewood, Colorado 80228  
    Attn: Ann Finn

With copy to:                Crowfoot Valley Ranch Metropolitan District No. 2  
    390 Union Boulevard, Suite 400  
    Denver, Colorado 80228  
    Attn: Matthew Ruhland



**6.02 Notice of Meetings.** The Districts shall submit a copy of a written notice of every regular or special meeting of the Districts to the Town Clerk at least three days prior to such meeting.

**6.03 Assignment.** No transfer or assignment of this IGA or of any rights hereunder shall be made by either party, other than Town may assign this IGA to another governmental entity as part of the transfer of all of the Town's water system to such entity. In the event of such transfer, the entity assuming responsibility for Wastewater Service to the Property shall expressly assume the Town's responsibility under this IGA.

**6.04 Indemnification.**

**6.05 Amendments.** This IGA may be amended only in writing upon the consent of the parties. Amendments shall be approved by resolution of the Council and resolution of the Board.

**6.06 No Waiver.** The waiver or delay of enforcement of one or more terms of this IGA shall not constitute a waiver of the remaining terms. The waiver or delay in enforcement regarding any breach of this IGA shall not constitute a waiver of any terms of this IGA.

**6.07 TABOR Compliance.** This IGA does not create indebtedness or any party within the meaning of any constitutional, home rule charter or statutory limitation or provision. The obligations of the parties under this IGA do not create a multiple fiscal year obligation under Article X, Section 20 of the Colorado Constitution.

**6.08 Entire Agreement.** This IGA contains the entire agreement of the parties concerning the subject matter and supersedes all prior conversations, proposals, negotiations, understandings and agreements, whether written or oral.

**6.09 Recordation.** This IGA shall be recorded in the Records.

**6.10 Effective Date.** This IGA shall become effective upon its mutual execution by Town and Districts.

**ATTEST:**

**TOWN OF CASTLE ROCK** acting by and  
through the **CASTLE ROCK**  
**WASTEWATER ENTERPRISE**

\_\_\_\_\_  
Lisa Anderson, Town Clerk

\_\_\_\_\_  
Jason Gray, Mayor

**Approved as to form:**

**Approved as to content:**

\_\_\_\_\_  
Robert J. Slentz, Town Attorney

\_\_\_\_\_  
Mark Marlowe, Director of Castle Rock Water

**CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1**, a  
quasi-municipal corporation and political  
subdivision of the State of Colorado

\_\_\_\_\_  
Chad Murphy, Chair

Attest:

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

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

\_\_\_\_\_  
Chad Murphy, Chair

Attest:

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



## ADDITIONAL SERVICES AUTHORIZATION

Project: **Macanta**  
**Douglas County, Colorado**

Date: January 15, 2020

To the Construction Agreement (“Agreement”), dated September 11, 2019, by and between Crowfoot Valley Ranch Metro District #1 and Iron Women Construction and Environmental Services LLC for construction services for Canyons South, located in Douglas, Colorado, this Additional Services Authorization is as follows:

**I. Additional Services Request No.: 01**

**II. Scope of Additional Services:**

- Longstory Ave. Re-alignment and design change in Filing 2 requires deep sewer to be encased.
- 22” Steel Casing
  - 4’ Diameter Manhole
  - Production Shift/ Re-Set – Day Labor and Equipment

<b>III. Original Contract Sum:</b>	\$	1,533,071.00
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**Previously Submitted Additional Services:**

	\$	0.00
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**Current Contract Sum :**

	\$	<u>1,533,071.00</u>
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**IV. Proposed Additional Fees:**

- ASA # 01

	\$	110,780.00
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**TOTAL ASA 01:**

	\$	<u>110,780.00</u>
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**AMENDED TOTAL FEE:**

	\$	<b>1,643,851.00</b>
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**V. Basis of Fee:**       Lump Sum Fee  
                                  Hourly Rates

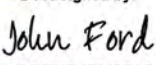
**VI. Attachments:**

Iron Women Change Order #1 Attached

**VII. Conditions:**

- A. The Additional Services Authorization amends the Agreement only to the extent indicated herein and all other provisions of the Agreement remain unchanged.

**CONTRACTOR:**  
IRON WOMAN CONSTRUCTION & ENVIRONMENTAL  
SERVICES LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: ~~John Ford~~ \_\_\_\_\_  
Title: Project Manager \_\_\_\_\_

*CM*

*rc*

**OWNER:**  
CROWFOOT VALLEY RANCH METROPOLITAN  
DISTRICT NO. 1

By:  \_\_\_\_\_  
Chad Murphy, President



**Iron Woman**  
Construction and  
Environmental Services LLC

5680 Emerson Street  
Denver, CO 80216  
Phone: (303) 399-5534  
Fax: (720) 484-6463  
www.ironwomancon.com

<b>To:</b> Hines	<b>Contact:</b> Richard Cross
<b>Address:</b> 1515 Wynkoop Street, Suite 800 Denver, CO 80202	<b>Phone:</b> 720-932-0522
<b>Project Name:</b> Canyon South Filing 1A - PINERY & OUTFALL SANITARY	<b>Bid Number:</b> 3
<b>Project Location:</b> Crowfoot Valley Rd & Edgerock Ave, Douglas County, CO	<b>Bid Date:</b> 8/7/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>CO#1 - Offsite Sanitary Change</b>					
CO1.1	22" STEEL CASING	250.00	LF	\$377.00	\$94,250.00
CO1.2	4' DIAMETER MANHOLE	3.00	EACH	\$2,760.00	\$8,280.00
CO1.3	PRODUCTION SHIFT/RE-SET - 1DAY LABOR A EQUIP	1.00	LS	\$8,250.00	\$8,250.00
<b>Total Price for above CO#1 - Offsite Sanitary Change Items:</b>					<b>\$110,780.00</b>

**Total Bid Price: \$110,780.00**

**Notes:**

- **INCLUSIONS:** Any/All - Labor, Equipment and Materials necessary to install the above listed items per provided plans and specifications. One set of Red-Lined (As-Built) Drawings will be provided at completion of construction. Installation of any/all items will be installed to grade per plan sheets and/or provided staking (1) time. Any additional adjustments to installation will requires adjustments to pricing. **ROCK SCREENING IS AN ESTIMATE ONLY ON CY; ALL ROCK SCREENING WILL BE PER CY SCREENED.** All pricing is based off of the PROPOSED SANITARY SEWER OUTFALL PLANS DATED 8-5-2019 & PROPOSED PINERY OFFSITE SANITARY SEWER PLANS DATED 5-10-2019.
- **MOBILIZATION:** 1 Mobilization is Included, Any Additional Mobilizations are Billed at the Unit Price Per Mobilization.
- **EXCLUSIONS:** (Unless Identified) Engineering, Survey, Staking and Layout; Dewatering, Landscaping, Irrigation, Concrete Flatwork; Bonds, Permits, Tap and Inspection Fees; 3rd Party QC/QA; Traffic and/or Pedestrian Control; Installation and Maintenance of Erosion Control Items; Import and Placement of Structural/Select Fill (assumes on-site materials suitable as backfill); Importing or Off-Site Trucking of Construction Water; Winter conditions complete; Costs Associated with Locating of Private Utilities; Job Trailer. Any and all electrical including materials; All clearing & grubbing for Pinery & Outfall sanitary is included all clearing & grubbing for onsite work is excluded and to be by others. All asphalt and concrete removal and replacement is to be by others.
- **SANITARY QUALIFICATIONS:** Sanitary Sewer Excludes Grease Traps, Sand Oil Separators, Wet Wells, Bypass Pumping, Temporary Services; All Sanitary Services to Stop 5' from Outside of Buildings. (Unless Identified in Pay Items)
- **WATER QUALIFICATIONS:** Excludes Temporary Water Main or Temporary Services to Maintain Water to Businesses or Private Residences: Excludes Notification to Residences Due to Water Shut-off's; All Water Services to Stop 5' from Outside of Building. (Unless Identified In Pay Items)
- **STORM QUALIFICATIONS:** Storm Sewer is bid with RCP, Rip rap is bid for FES only, Detention structure includes 6" of No. 57 base the No. 8 aggregate base. All Storm Sewer Services/Roof Drains are to within 5' from Outside of Building. Any/All Final Roof Drain Connections to be made by others. (Unless Identified in Pay Items)
- **STANDARD QUALIFICATIONS:** All Prices herein are guaranteed for thirty days from date of proposal; Quantities are an estimate and should be treated as a unit price: All above pricing is based upon consecutive complete installation of all items/activities without impact by others. If construction phasing is required, then price adjustment(s) may be implemented in order to accommodate the primary CPM schedule. A surcharge for fuel will occur when the Diesel fuel cost index increases \$.25 per gallon according to the D.O.E.. Sanitary and Storm includes all testing 1 time. Any other test requirements will be billed on T&M bases.
- **UNSUITABLE CONDITIONS:** Any/All unsuitable conditions encountered (Rock Excavation, Silty Sand, Muck Excavation and/or Stabilization of Subgrade, Hazardous/Contaminated Materials, Frozen Ground, Excessive Groundwater, Buried/Hidden/ Unforeseen items, etc.) may require applicable price adjustments where these conditions are encountered. If existing soil (IE claystone, sandstone, bedrock etc..) impedes normal production rate, prices may require applicable adjustments.
- **BOND:** If Bond is required add Bond Rate at 1.50%.
- **DAVIS BACON:** Davis Bacon Wages are not included in above pricing.
- **ADD/ALTERNATES Identified;**

**Payment Terms:**

Payment is Due 30 days from Date of Invoice



## ADDITIONAL SERVICES AUTHORIZATION

Project: **Macanta**  
**Douglas County, Colorado**

Date: January 16, 2020

To the Construction Agreement (“Agreement”), dated September 11, 2019, by and between Crowfoot Valley Ranch Metro District #1 and Iron Women Construction and Environmental Services LLC for construction services for Canyons South, located in Douglas, Colorado, this Additional Services Authorization is as follows:

**I. Additional Services Request No.: 02**

**II. Scope of Additional Services:**

- Rock-Ex – Through 2019

<b>III. Original Contract Sum:</b>	\$	1,533,071.00
<b>Previously Submitted Additional Services:</b>	\$	110,780.00
<b>Current Contract Sum :</b>	\$	<b>1,643,851.00</b>

**IV. Proposed Additional Fees:**

• ASA # 2 \$ 22,925.00

**TOTAL ASA 02:** **\$ 22,925.00**

**AMENDED TOTAL FEE:** **\$ 1,666,776.00**

**V. Basis of Fee:**     Lump Sum Fee  
                               Hourly Rates

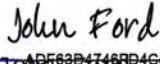
**VI. Attachments:**

Iron Women Change Order #2 Attached

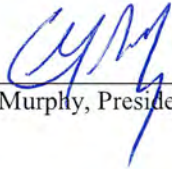
**VII. Conditions:**

A. The Additional Services Authorization amends the Agreement only to the extent indicated herein and all other provisions of the Agreement remain unchanged.

**CONTRACTOR:**  
IRON WOMAN CONSTRUCTION & ENVIRONMENTAL  
SERVICES LLC

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: John Ford  
Title: Project Manager

**OWNER:**  
CROWFOOT VALLEY RANCH METROPOLITAN  
DISTRICT NO. 1

*AKL*  
*rc*  
By:  \_\_\_\_\_  
Chad Murphy, President





**Iron Woman**  
Construction and  
Environmental Services LLC

5680 Emerson Street  
Denver, CO 80216  
Phone: (303) 399-5534  
Fax: (720) 484-6463  
www.ironwomancon.com

<b>To:</b>	Hines	<b>Contact:</b>	Richard Cross
<b>Address:</b>	1515 Wynkoop Street, Suite 800 Denver, CO 80202	<b>Phone:</b>	720-932-0522
<b>Project Name:</b>	Canyon South Filing 1A - PINERY & OUTFALL SANITARY	<b>Bid Number:</b>	3
<b>Project Location:</b>	Crowfoot Valley Rd & Edgerock Ave, Douglas County, CO	<b>Bid Date:</b>	8/7/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
<b>CO#2 - Rock Ex Through 2019</b>					
CO2.1	ROCK-EX - THROUGH 2019	3,275.00	CY	\$7.00	\$22,925.00
<b>Total Price for above CO#2 - Rock Ex Through 2019 Items:</b>					<b>\$22,925.00</b>

**Total Bid Price: \$22,925.00**

**Notes:**

- **INCLUSIONS:** Any/All - Labor, Equipment and Materials necessary to install the above listed items per provided plans and specifications. One set of Red-Lined (As-Built) Drawings will be provided at completion of construction. Installation of any/all items will be installed to grade per plan sheets and/or provided staking (1) time. Any additional adjustments to installation will require adjustments to pricing. ROCK SCREENING IS AN ESTIMATE ONLY ON CY; ALL ROCK SCREENING WILL BE PER CY SCREENED. All pricing is based off of the PROPOSED SANITARY SEWER OUTFALL PLANS DATED 8-5-2019 & PROPOSED PINERY OFFSITE SANITARY SEWER PLANS DATED 5-10-2019.
- **MOBILIZATION:** 1 Mobilization is Included, Any Additional Mobilizations are Billed at the Unit Price Per Mobilization.
- **EXCLUSIONS:** (Unless Identified) Engineering, Survey, Staking and Layout; Dewatering, Landscaping, Irrigation, Concrete Flatwork; Bonds, Permits, Tap and Inspection Fees; 3rd Party QC/QA; Traffic and/or Pedestrian Control; Installation and Maintenance of Erosion Control Items; Import and Placement of Structural/Select Fill (assumes on-site materials suitable as backfill); Importing or Off-Site Trucking of Construction Water; Winter conditions complete; Costs Associated with Locating of Private Utilities; Job Trailer. Any and all electrical including materials; All clearing & grubbing for Pinery & Outfall sanitary is included all clearing & grubbing for onsite work is excluded and to be by others. All asphalt and concrete removal and replacement is to be by others.
- **SANITARY QUALIFICATIONS:** Sanitary Sewer Excludes Grease Traps, Sand Oil Separators, Wet Wells, Bypass Pumping, Temporary Services; All Sanitary Services to Stop 5' from Outside of Buildings. (Unless Identified in Pay Items)
- **WATER QUALIFICATIONS:** Excludes Temporary Water Main or Temporary Services to Maintain Water to Businesses or Private Residences: Excludes Notification to Residences Due to Water Shut-off's; All Water Services to Stop 5' from Outside of Building. (Unless Identified In Pay Items)
- **STORM QUALIFICATIONS:** Storm Sewer is bid with RCP, Rip rap is bid for FES only, Detention structure includes 6" of No. 57 base the No. 8 aggregate base. All Storm Sewer Services/Roof Drains are to within 5' from Outside of Building. Any/All Final Roof Drain Connections to be made by others. (Unless Identified in Pay Items)
- **STANDARD QUALIFICATIONS:** All Prices herein are guaranteed for thirty days from date of proposal; Quantities are an estimate and should be treated as a unit price: All above pricing is based upon consecutive complete installation of all items/activities without impact by others. If construction phasing is required, then price adjustment(s) may be implemented in order to accommodate the primary CPM schedule. A surcharge for fuel will occur when the Diesel fuel cost index increases \$.25 per gallon according to the D.O.E.. Sanitary and Storm includes all testing 1 time. Any other test requirements will be billed on T&M bases.
- **UNSUITABLE CONDITIONS:** Any/All unsuitable conditions encountered (Rock Excavation, Silty Sand, Muck Excavation and/or Stabilization of Subgrade, Hazardous/Contaminated Materials, Frozen Ground, Excessive Groundwater, Buried/Hidden/ Unforeseen items, etc.) may require applicable price adjustments where these conditions are encountered. If existing soil (IE claystone, sandstone, bedrock etc..) impedes normal production rate, prices may require applicable adjustments.
- **BOND:** If Bond is required add Bond Rate at 1.50%.
- **DAVIS BACON:** Davis Bacon Wages are not included in above pricing.
- **ADD/ALTERNATES** Identified;

**Payment Terms:**

Payment is Due 30 days from Date of Invoice

**ACCEPTED:**

The above prices, specifications and conditions are satisfactory and are hereby accepted.

**Buyer:** \_\_\_\_\_

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

**Date of Acceptance:** \_\_\_\_\_

**CONFIRMED:**

**Iron Woman Construction**

**Authorized Signature:** \_\_\_\_\_

**Estimator:** Frank Lombardi  
(720) 908-2445 Flombardi@ironwomancon.com

Date ▲	Crew	Foreman	UM	Targeted Qty.	Field Log Qty.	Variance	%	Rate Method
12/4/2019		Jorge Carrola Arce	CY		75.00			CY/Man HR
12/5/2019		Jorge Carrola Arce	CY		20.00			CY/Man HR
12/6/2019		Jorge Carrola Arce	CY		122.00			CY/Man HR
12/10/2019		Jorge Carrola Arce	CY		305.00			CY/Man HR
12/11/2019		Jorge Carrola Arce	CY		413.00			CY/Man HR
12/12/2019		Jorge Carrola Arce	CY		117.00			CY/Man HR
12/13/2019		Jorge Carrola Arce	CY		272.00			CY/Man HR
12/13/2019		Alberto Moreno	CY		83.00			CY/Man HR
12/16/2019		Alberto Moreno	CY		333.00			CY/Man HR
12/16/2019		Jorge Carrola Arce	CY		550.00			CY/Man HR
12/17/2019		Alberto Moreno	CY		400.00			CY/Man HR
12/17/2019		Jorge Carrola Arce	CY		437.00			CY/Man HR
12/18/2019		Jorge Carrola Arce	CY		148.00			CY/Man HR
					<b>3,275.00</b>			



**Iron Woman**  
Construction and  
Environmental Services LLC

## iAuditor-Daily Photo Log

iAuditor-Daily Photo Log

Complete

Failed items	Created actions
0	0
<p>Jobsite Canyons south FA1</p>	
<p>Conducted on 📅 6th Dec, 2019 ⌚ 12:30 PM MST</p>	
<p>Prepared by Jorge Carrola</p>	
<p>Location  Castle Rock  CO 80108 United States (39.431533799543445, -104.8052875791721)</p>	

## Audit

Each day photos need to be taken of each job site from the beginning to the end. Below are many media files to add/capture the photos here. At the close of the day save and send this audit to ensure they are saved to your job file.

Start

– Photos



Photo 1



Photo 2



Photo 3

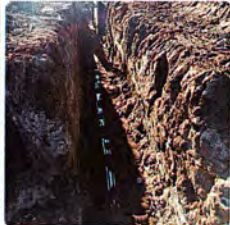


Photo 4



Photo 5

Excavation

– Photos



Photo 6



Photo 7

Equipment

Unanswered

Locates

Unanswered

End of day

Unanswered

Other

Unanswered

Other

Unanswered

Jorge Carrola

6th Dec, 2019 3:27 PM MST

Photos

7 Photos



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7



**Iron Woman**  
Construction and  
Environmental Services LLC

## iAuditor-Daily Photo Log

iAuditor-Daily Photo Log

Complete

Failed items	Created actions
0	0
<p>Jobsite Canyons south FA1</p>	
<p>Conducted on 📅 10th Dec, 2019 ⌚ 10:18 AM MST</p>	
<p>Prepared by Jorge Carrola</p>	
<p>Location  Castle Rock  CO 80108 United States (39.430558271742825, -104.80762118483409)</p>	



## Audit

Each day photos need to be taken of each job site from the beginning to the end. Below are many media files to add/capture the photos here. At the close of the day save and send this audit to ensure they are saved to your job file.

Start

– Photos



Photo 1



Photo 2



Photo 3



Photo 4

Excavation

– Photos



Photo 5



Photo 6

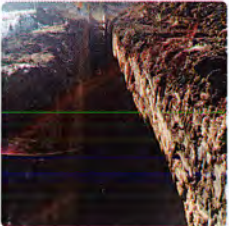


Photo 7



Photo 8



Photo 9



Photo 10

Equipment

Unanswered

Locates

Unanswered

End of day

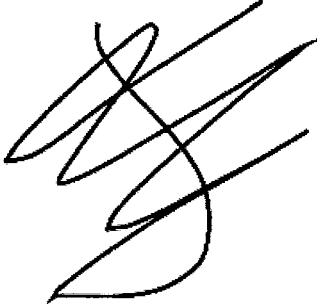
– Photos



Photo 11

Other  
Unanswered

Other  
Unanswered

A handwritten signature in black ink, appearing to be 'Jorge Carrola', written in a cursive style.

Jorge Carrola

11th Dec, 2019 4:07 PM MST

Photos

11 Photos



Photo 1



Photo 2



Photo 3

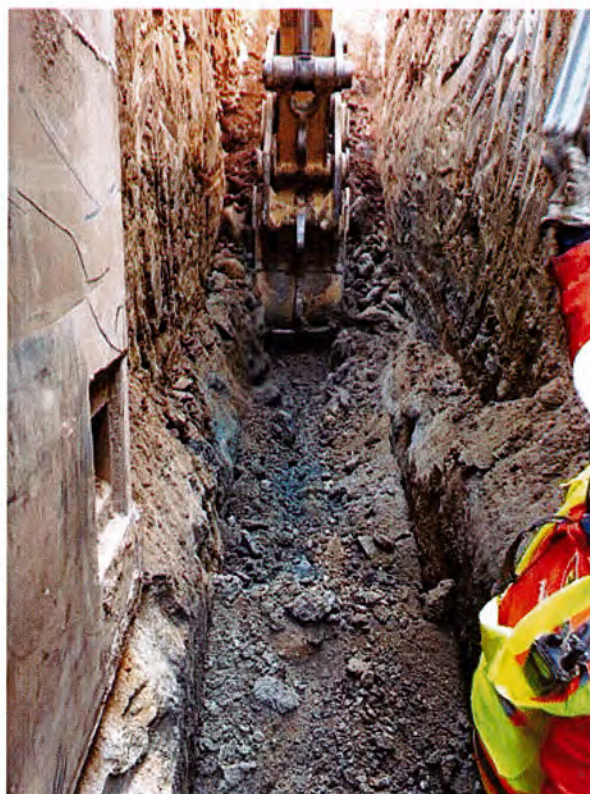


Photo 4



Photo 5



Photo 6



Photo 7



Photo 8



Photo 9

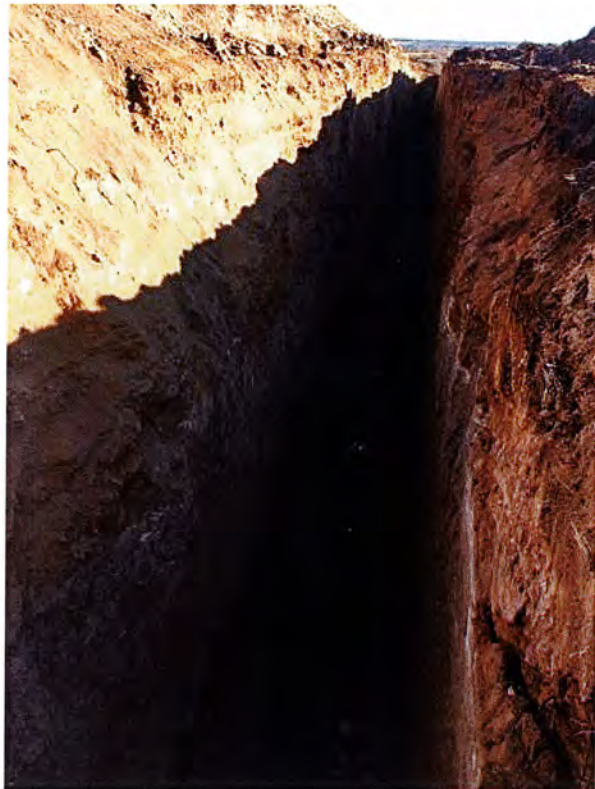


Photo 10



Photo 11



**Iron Woman**  
Construction and  
Environmental Services LLC

## iAuditor-Daily Photo Log

iAuditor-Daily Photo Log

Complete

Failed items	Created actions
<b>0</b>	<b>0</b>
Jobsite Canyons south FA1	
Conducted on 📅 13th Dec, 2019 ⌚ 9:05 AM MST	
Prepared by Jorge Carrola	
Location  Castle Rock  CO 80108 United States (39.429706499999995, -104.8083334)	

## Audit

Each day photos need to be taken of each job site from the beginning to the end. Below are many media files to add/capture the photos here. At the close of the day save and send this audit to ensure they are saved to your job file.

Start

– Photos



Photo 1



Photo 2

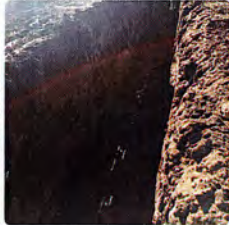


Photo 3



Photo 4

Excavation

– Photos



Photo 5



Photo 6

Equipment

Unanswered

Locates

Unanswered

End of day

Unanswered

Other

Unanswered

Other

Unanswered

Jorge Carrola

18th Dec, 2019 4:22 PM MST



**Iron Woman**  
Construction and  
Environmental Services LLC

## iAuditor-Daily Photo Log

iAuditor-Daily Photo Log

Complete

Failed items

0

Created actions

0

Jobsite

Canyons south FA1

Conducted on

📅 16th Dec, 2019 ⌚ 8:42 AM MST

Prepared by

Jorge Carrola

Location

Castle Rock

CO

80108

United States

(39.42884056832588, -104.8079658486925)



# Audit

Each day photos need to be taken of each job site from the beginning to the end. Below are many media files to add/capture the photos here. At the close of the day save and send this audit to ensure they are saved to your job file.

Start

– Photos



Photo 1



Photo 2



Photo 3



Photo 4



Photo 5



Photo 6



Photo 7

Excavation

Unanswered

Equipment

Unanswered

Locates

Unanswered

End of day

Unanswered

Other

Unanswered

Other

Unanswered

Jorge Carrola

18th Dec, 2019 4:19 PM MST