

# 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 2022
Richard Cross	Treasurer	2023/May 2023
John (“Jay”) W. Despard	Assistant Secretary	2022/May 2022
Mitchell M. Peterson	Assistant Secretary	2023/May 2023
Ryan D. Marsh	Assistant Secretary	2022/May 2022
Ann E. Finn	Secretary	

**DATE:**        **September 14, 2020**

**TIME:**        **1:00 p.m.**

*Due to Executive Order D 2020 044 Safer at Home issued by Governor Polis on April 26, 2020, and Public Health Order 20-28 implementing the Executive Order, issued by the Colorado Department of Health and Environment (CDPHE) on April 26, 2020, this meeting will be held via teleconferencing and can be joined through the directions below:*

**CONFERENCE CALL NUMBER:**        **1-877-261-8991**  
**PASSCODE:**                                **6168588**

### I.        ADMINISTRATIVE MATTERS

A.        Disclosure of Potential Conflicts of Interest.

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B.        Approve Agenda; confirm location of the meeting.

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C.        Review and approve the Minutes of the June 25, 2020 Special Meeting (enclosure).

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### II.       PUBLIC COMMENTS

A.        Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.

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III. FINANCIAL MATTERS

- A. Review and ratify approval of payment of claims for the following periods (enclosures).

Fund	Period ending June 18, 2020	Period ending July 9, 2020	Period ending August 14, 2020	Period ending Sept. 8, 2020
General	\$ 3,157.72	\$ 5,867.55	\$ 1,904.57	\$ 1,221.17
Debt	\$ -0-	\$ 6,000.00	\$ -0-	\$ -0-
Capital	\$ 2,086,437.38	\$ 158,564.58	\$ 3,107,048.96	\$ 1,345,472.25
<b>Total</b>	<b>\$ 2,089,595.10</b>	<b>\$ 170,432.13</b>	<b>\$ 3,108,953.53</b>	<b>\$ 1,346,693.42</b>

- B. Review and accept unaudited financial statements for the period ending June 30, 2020 and the schedule of cash position updated as of July 14, 2020 (enclosure).

- C. Discuss status of collection of Facilities Fees by the District.

- D. Discuss 2021 budget and estimated operation and maintenance expenses and capital improvement costs.

IV. LEGAL MATTERS

- A. Discuss status of the preparation of disclosure documents for builders and potential homeowners.

- B. Discuss entering into an Agreement between the District and HT Canyons South Development LP wherein HT Canyons South Development LP will construct street and road way public improvements and the District will provide funding reimbursements on a monthly basis for costs certified by Ranger Engineering.

1. Review and consider approval of Construction Funding Agreement between the District and HT Canyons South Development LP related to street and roadway public improvements.

- C. Discuss engagement with Ranger Engineering, LLC to provide a monthly certification related to street and roadway public improvements.
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1. Ratify the approval of Proposal and Addendum to Proposal for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC for quarterly certifications (“the “Ranger Engagement”) (enclosures).

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2. Consider approval of either Amendment to the Ranger Engagement or Proposal and Addendum to Proposal for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC for monthly certification related to street and roadway public improvements.

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V. CAPITAL IMPROVEMENTS

- A. Discuss status of the Canyon Filing 1A On-site Utilities Project (Iron Women Construction and Environmental Services, LLC).
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1. Approve Change Orders Nos. 9-19 totaling \$485,008.97.

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- B. Ratify approval of payment to Douglas County for 50% of the Crowfoot Valley Road at Macanta Avenue traffic signal, for the amount of \$200,000.
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- C. Discuss RFQ proposals for landscaping, concrete, paving and other construction related work.
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR  
DECEMBER 7, 2020 – BUDGET HEARING**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1 HELD JUNE 25, 2020

A Special Meeting of the Board of Directors (the “Board”) of the Crowfoot Valley Ranch Metropolitan District No. 1 (the “District”) was convened on Thursday, the 25<sup>th</sup> day of June 2020, at 1:00 p.m. The meeting was open to the public.

Due to Executive Orders issued by Governor Polis and Public Health Orders implementing the Executive Orders issued by the Colorado Department of Health and Environment, and the threat posed by the COVID-19 coronavirus, this meeting was held via teleconference.

#### ATTENDANCE

#### Directors In Attendance Were:

Chad Murphy  
Richard Cross  
John (“Jay”) W. Despard  
Mitchell M. Peterson  
Ryan D. Marsh

#### Also In Attendance Were:

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

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

Jason Carroll and Paul Wilson, CliftonLarsonAllen LLP

#### 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 Special Meeting.

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

**May 5, 2020 Election:** Ms. Finn noted for the Board that the May 5, 2020 election was cancelled, as allowed under Colorado law, by the Designated Election Official because there were no more candidates than positions available on the Board. Directors Murphy, Despard and Marsh were deemed elected to 2-year terms ending in May, 2022. Directors Cross and Peterson were deemed elected to 3-year terms ending in May, 2023.

**Appointment of Officers:** The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Chad Murphy
Treasurer	Richard Cross
Secretary	Ann E. Finn
Assistant Secretary	John ("Jay") W. Despard
Assistant Secretary	Mitchell M. Peterson
Assistant Secretary	Ryan D. Marsh

**Minutes:** The Board reviewed the Minutes of the February 19, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Despard, seconded by Director Cross and, upon vote, unanimously carried, the Minutes of the February 19, 2020 Special Meeting were approved, as presented.

**Reschedule September 7, 2020 (Labor Day) Regular Board Meeting:** The Board discussed rescheduling the September 7, 2020 Regular Board Meeting to Monday, September 14, 2020.

Following discussion, upon motion duly made by Director Despard, seconded by Director Cross and, upon vote, unanimously carried, the Board approved rescheduling the September 7, 2020 Regular Board Meeting to Monday, September 14, 2020, at 1:00 p.m., via teleconference.

## RECORD OF PROCEEDINGS

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### PUBLIC COMMENT

There was no public comment.

### FINANCIAL MATTERS

**Payment of Claims:** The Board then considered approval of the payment of claims for the following periods:

Fund	Period ending Nov. 19, 2019	Period ending Dec. 19, 2019	Period ending January 20, 2020	Period ending Feb. 20, 2020
General	\$ 1,551.65	\$ 8,605.41	\$ 1,407.43	\$ 7,188.75
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 195,473.73	\$ 10,694.78	\$ 482,527.87	\$ 772,659.43
<b>Total</b>	<b>\$ 197,025.38</b>	<b>\$ 19,300.19</b>	<b>\$ 483,935.30</b>	<b>\$ 779,848.18</b>

Fund	Period ending March 20, 2020	Period ending April 20, 2020	Period ending May 20, 2020	Period ending June 20, 2020
General	\$ 4,623.04	\$ 113,003.46	\$ 6,677.29	\$ 3,157.72
Debt	\$ -0-	\$ -0-	\$ -0-	\$ -0-
Capital	\$ 482,513.10	\$ 1,347,241.12	\$ 1,262,532.76	\$ 2,086,437.38
<b>Total</b>	<b>\$ 487,136.14</b>	<b>\$ 1,460,244.58</b>	<b>\$ 1,269,210.05</b>	<b>\$ 2,089,595.10</b>

Following discussion, upon motion duly made by Director Murphy, seconded by Director Despard and, upon vote, unanimously carried, the Board approved the payment of claims, as presented.

**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 March 31, 2020 and the schedule of cash position statement updated as of April 22, 2020.

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:** Mr. Wilson reviewed the 2019 Audit and Audit Representations Letter with the Board.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Despard and, upon vote, unanimously carried, the Board approved the 2019 Audit and authorized execution of the Audit Representations Letter.

## RECORD OF PROCEEDINGS

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**Collection of Facilities Fees by the District:** The Board discussed the process for collection of Facilities Fees by the District. No formal action was taken by the Board; however, the Board directed Ms. Finn to work Mr. Carrol and Mr. Wilson to determine a collection process.

**2021 Budget Preparation:** The Board discussed preparation of the 2021 Budget.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2021 budget. The Board determined to hold a public hearing to consider adoption of the 2021 Budget on December 7, 2020, at 9:00 a.m., at the offices of Hines, 1144 15<sup>th</sup> Street, Suite 3675, Denver, Colorado 80202.

**Payment to the Castle Rock Fire and Rescue Department pursuant to the Intergovernmental Agreement (“IGA”):** Ms. Finn noted for the Board that payment was made to the Castle Rock Fire and Rescue Department pursuant to the IGA. Following discussion, the Board directed Ms. Finn to send a copy of the receipt to the Castle Rock Fire and Rescue Department.

### **LEGAL MATTERS**

**Extra-Territorial Wastewater Service IGA between the Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2:** Attorney Ruhland reviewed with the Board the Extra-Territorial Wastewater Service IGA between the Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board ratified approval of the Extra-Territorial Wastewater Service IGA between Town of Castle Rock and the Crowfoot Valley Ranch Metropolitan District Nos. 1 and 2.

**Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and the District:** Attorney Ruhland reviewed with the Board an Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and the District. It was noted that the Town of Castle Rock will provide both water and wastewater services to the District.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board

## RECORD OF PROCEEDINGS

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ratified approval of the Assignment of and Fourth Amendment to Denver Southeast Suburban Water and Sanitation District Service Agreement between the HT Canyons South Development, LP and the District.

**Agreement between the District and Hines wherein Hine will construct road improvements and the District will provide funding reimbursements on a monthly basis for costs certified by Ranger Engineering:** The Board deferred discussion.

**Agreement with Ranger Engineering, LLC to provide a monthly certification, in addition to the already mentioned quarterly certifications that may have to do with other, non-road, public improvements:** The Board deferred discussion.

*Addendum to Proposal for District Engineering and Cost Certification Services between the District and Ranger Engineering, LLC:* The Board deferred discussion.

**Disclosure Documents for Builders and Potential Homeowners:** The Board discussed the preparation of disclosure documents for home builders and potential homeowners.

Following review and discussion, upon motion duly made by Director Murphy, seconded by Director Cross and, upon vote, unanimously carried, the Board authorized its consultant to prepare disclosure documents for home builders and potential homeowners.

### **CAPITAL IMPROVEMENTS**

**Off-Site Sanitary Improvement Project (Pinery & Outfall Sanitary Improvements) (Iron Women Construction and Environmental Services, LLC):** Director Marsh reported to the Board that the Off-Site Sanitary Improvement Project is 100% complete.

*Change Order Nos. 1, 2 and 3 to the Contract between the District and Iron Women Construction and Environmental Services LLC:* The Board reviewed Change Order Nos. 1, 2 and 3 to the Contract between the District and Iron Women Construction and Environmental Services LLC.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved Change Order Nos. 1, 2 and 3 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the total amount of \$189,400.



## RECORD OF PROCEEDINGS

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**On-Site Utilities Improvement Project (Iron Women Construction and Environmental Services, LLC)**: Director Marsh reported to the Board on the status of the On-Site Sanitary Improvement Project.

*Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC*: The Board reviewed Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved Change Order No. 1 to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$56,880.

*Additional Services Request No. 2 (Change Order Nos. 2-8) to the Contract between the District and Iron Women Construction and Environmental Services LLC*: The Board reviewed Additional Services Request No. 2 (Change Order Nos. 2-8) to the Contract between the District and Iron Women Construction and Environmental Services LLC.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved Additional Services Request No. 2 (Change Order Nos. 2-8) to the Contract between the District and Iron Women Construction and Environmental Services LLC, in the amount of \$1,352,164.50.

**On-Site Wet Utilities Project (Iron Women Construction and Environmental Services, LLC)**: Director Marsh reported to the Board that the On-Site Wet Utilities Project is 75% complete.

**Request for Qualifications (RFQ) for Concrete, Paving and other Construction Related Work**: The Board deferred discussion.

**Blanket Utility Easement (Large Parcels & Planned Developments) between the District and Intermountain Rural Electric Association**: The Board reviewed the Blanket Utility Easement (Large Parcels & Planned Developments) between the District and Intermountain Rural Electric Association.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board ratified approval of the Blanket Utility Easement (Large Parcels & Planned

## RECORD OF PROCEEDINGS

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Developments) between the District and Intermountain Rural Electric Association. Director Marsh was authorized to modify the Easement, if necessary.

Statement of Authority for President Murphy for the Blanket Utility Easement:  
The Board reviewed the Statement of Authority for President Murphy to execute Blanket Utility Easement.

Following discussion, upon motion duly made by Director Cross, seconded by Director Murphy and, upon vote, unanimously carried, the Board ratified approval of the Statement of Authority for President Murphy to execute the Blanket Utility Easement.

### ADJORNMENT

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

Respectfully submitted,

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

## Crowfoot Valley Ranch Metropolitan District

Jun-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2516729	6/4/2020	6/18/2020	\$ 798.28	107000
CliftonLarsonAllen, LLP	2516729	6/4/2020	6/18/2020	\$ 2,394.85	307000
Collins Cockrel & Cole, P.C.	11005M 04/20	4/30/2020	6/18/2020	\$ 522.00	107460
Collins Cockrel & Cole, P.C.	11005M 04/20	4/30/2020	6/18/2020	\$ 1,566.00	307460
Collins Cockrel & Cole, P.C.	11005M 05/20	5/31/2020	6/18/2020	\$ 1,071.12	107460
Collins Cockrel & Cole, P.C.	11005M 05/20	5/31/2020	6/18/2020	\$ 3,213.38	307460
Iron Woman	10202372-4	5/25/2020	6/18/2020	\$ (109,313.90)	302501
Iron Woman	10202372-4	5/25/2020	6/18/2020	\$ 2,186,278.05	307861
Special District Mgmt. Services, Inc	D2 05/2020	5/31/2020	6/18/2020	\$ 652.25	307440
Special District Mgmt. Services, Inc	D2 05/2020	5/31/2020	6/18/2020	\$ 217.41	107440
Special District Mgmt. Services, Inc	D1 05/2020	5/31/2020	6/18/2020	\$ 1,646.75	307440
Special District Mgmt. Services, Inc	D1 05/2020	5/31/2020	6/18/2020	\$ 548.91	107440
				\$ 2,089,595.10	

**Crowfoot Valley Ranch Metropolitan District No.1**  
**June-20**

	<b>General</b>	<b>Debt</b>	<b>Capital</b>	<b>Totals</b>
<b>Disbursements</b>	\$ 3,157.72	\$ -	\$ 2,086,437.38	\$ 2,089,595.10
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$3,157.72</b>	<b>\$0.00</b>	<b>\$2,086,437.38</b>	<b>\$2,089,595.10</b>

## Crowfoot Metropolitan District No. 1

Jul-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
Fiscal Focus Partners	1322	5/18/2020	7/9/2020	\$ 5,000.00	107020
Hines Interests Limited Partnership	03/20-06/20 Reimbursement	5/31/2020	7/9/2020	\$ 155,961.92	307861
Special District Mgmt. Services, Inc	D1 06/2020	6/30/2020	7/9/2020	\$ 1,807.08	307440
Special District Mgmt. Services, Inc	D1 06/2020	6/30/2020	7/9/2020	\$ 602.36	107440
Special District Mgmt. Services, Inc	D2 06/2020	6/30/2020	7/9/2020	\$ 795.58	307440
Special District Mgmt. Services, Inc	D2 06/2020	6/30/2020	7/9/2020	\$ 265.19	107440
UMB Bank, N.A.	756897	6/12/2020	7/9/2020	\$ 6,000.00	207591
				<b>\$ 170,432.13</b>	

**Crowfoot Valley Ranch Metropolitan District No.1**  
**July-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 5,867.55	\$ 6,000.00	\$ 158,564.58	\$ 170,432.13
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$5,867.55</b>	<b>\$6,000.00</b>	<b>\$158,564.58</b>	<b>\$170,432.13</b>

## Crowfoot Valley Ranch Metropolitan District

Aug-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2582869	8/7/2020	8/14/2020	\$ 462.38	107000
CliftonLarsonAllen, LLP	2582869	8/7/2020	8/14/2020	\$ 1,387.13	307000
CliftonLarsonAllen, LLP	2551691	7/13/2020	8/14/2020	\$ 584.80	107000
CliftonLarsonAllen, LLP	2551691	7/13/2020	8/14/2020	\$ 1,754.42	307000
Collins Cockrel & Cole, P.C.	11005M 06/20	6/30/2020	8/14/2020	\$ 475.00	107460
Collins Cockrel & Cole, P.C.	11005M 06/20	6/30/2020	8/14/2020	\$ 1,425.00	307460
Collins Cockrel & Cole, P.C.	11005M 07/20	7/31/2020	8/14/2020	\$ 153.00	107460
Collins Cockrel & Cole, P.C.	11005M 07/20	7/31/2020	8/14/2020	\$ 459.00	307460
Douglas County Department of Community Development	SB2020023-1	7/21/2020	8/14/2020	\$ 530.00	307862
Douglas County Department of Community Development	Macanta Traffic Signal-50%	8/13/2020	8/14/2020	\$ 200,000.00	307601
Iron Woman	10202372-5	6/25/2020	8/14/2020	\$ (76,415.67)	302501
Iron Woman	10202372-5	6/25/2020	8/14/2020	\$ 1,528,313.28	307861
Iron Woman	10202372-6	7/25/2020	8/14/2020	\$ (76,258.29)	302501
Iron Woman	10202372-6	7/25/2020	8/14/2020	\$ 1,525,165.94	307861
Special District Mgmt. Services, Inc	D1 07/2020	7/31/2020	8/14/2020	\$ 509.45	307440
Special District Mgmt. Services, Inc	D1 07/2020	7/31/2020	8/14/2020	\$ 169.82	107440
Special District Mgmt. Services, Inc	D2 07/2020	7/31/2020	8/14/2020	\$ 178.70	307440
Special District Mgmt. Services, Inc	D2 07/2020	7/31/2020	8/14/2020	\$ 59.57	107440
				<b>\$ 3,108,953.53</b>	

**Crowfoot Valley Ranch Metropolitan District No.1**  
**August-20**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
<b>Disbursements</b>	\$ 1,904.57		\$ 3,107,048.96	\$ 3,108,953.53
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$1,904.57</b>	<b>\$0.00</b>	<b>\$3,107,048.96</b>	<b>\$3,108,953.53</b>



## Crowfoot Metropolitan District

Sep-20

Vendor	Invoice #	Date	Due Date	Amount	Account Number
CliftonLarsonAllen, LLP	2608237	9/4/2020	9/8/2020	\$ 407.22	107000
CliftonLarsonAllen, LLP	2608237	9/4/2020	9/8/2020	\$ 1,221.68	307000
Hines Interests Limited Partnership	07/20 Reimbursement	8/1/2020	9/8/2020	\$ 124,617.85	307861
Iron Woman	10202372-7	8/25/2020	9/8/2020	\$ (64,062.68)	302501
Iron Woman	10202372-7	8/25/2020	9/8/2020	\$ 1,281,253.55	307861
Special District Mgmt. Services, Inc	D2 08/2020	8/31/2020	9/8/2020	\$ 178.50	307440
Special District Mgmt. Services, Inc	D2 08/2020	8/31/2020	9/8/2020	\$ 59.50	107440
Special District Mgmt. Services, Inc	D1 08/2020	8/31/2020	9/8/2020	\$ 2,263.35	307440
Special District Mgmt. Services, Inc	D1 08/2020	8/31/2020	9/8/2020	\$ 754.45	107440
				<b>\$ 1,346,693.42</b>	

**Crowfoot Valley Ranch Metropolitan District No.1  
September-20**

	General	Debt	Capital	Totals
<b>Disbursements</b>	\$ 1,221.17		\$ 1,345,472.25	\$ 1,346,693.42
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$1,221.17</b>	<b>\$0.00</b>	<b>\$1,345,472.25</b>	<b>\$1,346,693.42</b>

**CROWFOOT VALLEY RANCH METRO DISTRICT #1**

**FINANCIAL STATEMENTS**

**JUNE 30, 2020**

**CROWFOOT VALLEY RANCH METRO DISTRICT #1**  
**BALANCE SHEET - GOVERNMENTAL FUNDS**  
**JUNE 30, 2020**

	<b>General</b>	<b>Capital Projects</b>	<b>Total</b>
<b>ASSETS</b>			
Cash - Checking-Wells Fargo	\$ 11,532	\$ 2,086,437	\$ 2,097,969
C - Safe	28,540	-	28,540
Due from District No. 2	6,299	-	6,299
Receivable from County Treasurer	5	-	5
<b>TOTAL ASSETS</b>	<b>\$ 46,376</b>	<b>\$ 2,086,437</b>	<b>\$ 2,132,813</b>
<b>LIABILITIES AND FUND BALANCES</b>			
<b>CURRENT LIABILITIES</b>			
Accounts payable	\$ 20,525	\$ 2,245,002	\$ 2,265,527
Retainage payable	-	343,238	343,238
Payable to Town	4,554	-	4,554
Total Liabilities	25,079	2,588,240	2,613,319
<b>FUND BALANCES</b>			
Total Fund Balances	21,297	(501,803)	(480,506)
<b>TOTAL LIABILITIES AND FUND BALANCES</b>	<b>\$ 46,376</b>	<b>\$ 2,086,437</b>	<b>\$ 2,132,813</b>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**CROWFOOT VALLEY RANCH METRO DISTRICT #1**  
**STATEMENT OF REVENUES, EXPENDITURES AND**  
**CHANGES IN FUND BALANCES - BUDGET AND ACTUAL**  
**FOR THE SIX MONTHS ENDED JUNE 30, 2020**

**GENERAL FUND**

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
<b>REVENUES</b>			
Property taxes	\$ 632	\$ 632	\$ -
Fire Protection Tax	61	61	-
Specific ownership tax	62	27	(35)
Interest income	10	62	52
Developer advance	32,000	42,000	10,000
Transfer from District No. 2	15,142	14,194	(948)
<b>TOTAL REVENUES</b>	<u>47,907</u>	<u>56,976</u>	<u>9,069</u>
<b>EXPENDITURES</b>			
Accounting	10,500	4,646	5,854
Auditing	5,500	10,500	(5,000)
County Treasurer's fee	9	9	-
Fire Protection Treasurer's fees	-	1	(1)
Dues and licenses	1,000	554	446
Insurance and bonds	7,500	5,820	1,680
District management	6,250	3,809	2,441
Legal services	10,000	4,926	5,074
Miscellaneous	-	264	(264)
Paying agent fees	6,000	-	6,000
Payment to Town	60	60	-
Contingency	181	-	181
<b>TOTAL EXPENDITURES</b>	<u>47,000</u>	<u>30,589</u>	<u>16,411</u>
<b>NET CHANGE IN FUND BALANCES</b>	907	26,387	25,480
<b>FUND BALANCES - BEGINNING</b>	<u>1,097</u>	<u>(5,088)</u>	<u>(6,185)</u>
<b>FUND BALANCES - ENDING</b>	<u>\$ 2,004</u>	<u>\$ 21,299</u>	<u>\$ 19,295</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

## **SUPPLEMENTARY INFORMATION**

**CROWFOOT VALLEY RANCH METRO DISTRICT #1  
SCHEDULE OF REVENUES, EXPENDITURES AND  
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL  
FOR THE SIX MONTHS ENDED JUNE 30, 2020**

**CAPITAL PROJECTS FUND**

	Annual Budget	Year to Date Actual	Variance
<b>REVENUES</b>			
Intergovernmental Revenue - District No. 2	\$ 26,258,839	\$ 6,691,140	\$ (19,567,699)
<b>TOTAL REVENUES</b>	26,258,839	6,691,140	(19,567,699)
<b>EXPENDITURES</b>			
Accounting	31,500	13,940	17,560
District management	18,750	11,428	7,322
Legal services	30,000	14,779	15,221
Capital outlay	26,178,589	6,424,560	19,754,029
<b>TOTAL EXPENDITURES</b>	26,258,839	6,464,707	19,794,132
<b>NET CHANGE IN FUND BALANCES</b>	-	226,433	226,433
<b>FUND BALANCES - BEGINNING</b>	-	(728,236)	(728,236)
<b>FUND BALANCES - ENDING</b>	\$ -	\$ (501,803)	\$ (501,803)

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.

**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.

**Crowfoot Metropolitan District No. 1**

**Schedule of Cash Position**

June 30, 2020

Updated 7/14/20

	General Fund	Capital Projects Fund	Total
<b><u>Wells Fargo Bank - Checking account</u></b>			
<b>Balance as of 6/30/20</b>	\$ 11,531.99	\$ 2,086,437.38	\$ 2,097,969.37
Subsequent activities:			
07/08/20 - Bill.com Payment	(8,657.72)	(9,473.23)	(18,130.95)
07/08/20 - Wire Payment to Iron Woman	-	(2,076,964.15)	(2,076,964.15)
07/13/20 - Bank Fee	(1.41)	-	(1.41)
<i>Anticipated Bill.com Vouchers</i>	<i>(11,867.55)</i>	<i>(158,564.58)</i>	<i>(170,432.13)</i>
<i>Anticipated Transfer From CSAFE</i>	<i>12,000.00</i>	-	<i>12,000.00</i>
<i>Anticipated Draw Request #17</i>	-	<i>158,564.58</i>	<i>158,564.58</i>
Anticipated balance	3,005.31	-	3,005.31
<b><u>CSAFE- Investment account</u></b>			
<b>Balance as of 6/30/20</b>	28,539.84	-	28,539.84
Subsequent activities:			
07/10/20 - Property Tax Received (June)	5.23	-	5.23
<i>Anticipated transfer from District #2</i>	<i>6,351.70</i>	-	<i>6,351.70</i>
<i>Anticipated transfer to Wells Fargo</i>	<i>(12,000.00)</i>	-	<i>(12,000.00)</i>
Anticipated balance	22,896.77	-	22,896.77
<i>Amount restricted for Fire Protection IGA</i>	<i>(4,553.89)</i>	-	<i>(4,553.89)</i>
Anticipated Balances	\$ 21,348.19	\$ -	\$ 21,348.19

**Yield information at 6/30/20**

CSAFE - .35%

**SUMMARY OF REIMBURSEMENT DUE TO DEVELOPER:**

	General	General-Int	Capital	Capital-Interest
<b>TOTALS TO DATE AS OF 12/31/19</b>	\$ 251,692.35	\$ 214,020.18	\$ -	\$ -
DEVELOPER CASH ADVANCE 1/17/20	10,000.00	-	-	-
DEVELOPER CASH ADVANCE 3/17/20	32,000.00	-	-	-
Current Year Interest to Date 3/31/20	-	5,280.43	-	-
<b>TOTALS TO DATE:</b>	\$ 293,692.35	\$ 219,300.61	\$ -	\$ -

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

**Property Taxes Reconciliation**

2020

	Current Year							Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
							Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 5.77	\$ -	\$ -	\$ 5.77	0.00%	0.00%	\$ 5.64	0.00%	0.00%
February	-	-	4.10	-	-	4.10	0.00%	0.00%	5.48	0.00%	0.00%
March	-	-	3.99	-	-	3.99	0.00%	0.00%	5.54	0.12%	0.12%
April	692.96	-	3.75	-	(10.39)	686.32	99.99%	99.99%	6.22	0.00%	0.12%
May	-	-	4.15	-	-	4.15	0.00%	99.99%	716.22	99.88%	100.00%
June	-	-	5.23	-	-	5.23	0.00%	99.99%	5.39	0.00%	100.00%
July	-	-	-	-	-	-	0.00%	99.99%	7.33	0.00%	100.00%
August	-	-	-	-	-	-	0.00%	99.99%	6.17	0.00%	100.00%
September	-	-	-	-	-	-	0.00%	99.99%	6.28	0.00%	100.00%
October	-	-	-	-	-	-	0.00%	99.99%	7.11	0.00%	100.00%
November	-	-	-	-	-	-	0.00%	99.99%	5.72	0.00%	100.00%
December	-	-	-	-	-	-	0.00%	99.99%	6.56	0.00%	100.00%
<b>Total</b>	<b>\$ 692.96</b>	<b>\$ -</b>	<b>\$ 26.99</b>	<b>\$ -</b>	<b>\$ (10.39)</b>	<b>\$ 709.56</b>	<b>99.99%</b>	<b>99.99%</b>	<b>\$ 783.66</b>	<b>100.00%</b>	<b>100.00%</b>

Assessed Valuation	Mills Levied	Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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**Property Tax**

General Fund	\$ 8,110.00	77.929	632.00	91.20%	\$ 631.98	100.00%
Fire Protection		7.514	61.00	8.80%	60.98	99.97%
		<u>85.443</u>	<u>\$ 693.00</u>	<u>100.00%</u>	<u>\$ 692.96</u>	

**Specific Ownership Tax**

General Fund		\$ 62.00	100.00%	\$ 26.99	43.53%
		<u>\$ 62.00</u>	<u>100.00%</u>	<u>\$ 26.99</u>	

**Treasurer's Fees**

General Fund		\$ 9.00	91.20%	\$ (9.48)	106.00%
Fire Protection		-	8.80%	(0.91)	106.00%
		<u>\$ 9.00</u>	<u>100.00%</u>	<u>\$ 10.39</u>	

Due to Town	60.07
	<u>60.07</u>

Balance Sheet tie out:	
Due to Town # 1	60.07
Due to Town # 2	4,493.82
Total Due to Town	<u>4,553.89</u>

No assurance is provided on these financial statements. Substantially all required disclosures, the government-wide financial statements, and the statements of revenues, expenditures and changes in fund balances - governmental funds have been omitted.



February 27, 2020

Crowfoot Valley Ranch Metropolitan District No. 1  
Attn: Ms. Ann Finn  
c/o Special District Management Services, Inc.  
141 Union Blvd, Suite 150  
Lakewood, CO 80228

PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES  
CROWFOOT VALLEY RANCH METROPOLITAN DISTRICT NO. 1  
DOUGLAS COUNTY, COLORADO

Dear Ms. Finn:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to provide Crowfoot Valley Ranch Metropolitan District No. 1 ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to 1) Provide a report and certification for the costs associated with any current construction and soft costs, 2) Provide ongoing quarterly reports and certifications to the District based on the needs of the District as improvements are completed. Additional services can be provided based on the needs of the District.

The District consists of approximately 2,043 acres and is located northeast of the intersection Founders Parkway and Crowfoot Valley Road in Douglas County, CO. Per the First Amendment to the Service Plan, the District has an increased total debt limitation of \$70,000,000.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Jurisdictional acceptances of the Public Improvements
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

## EXHIBIT A

### SCOPE OF WORK

#### **I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS**

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, cost sharing agreements etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
6. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

#### **II. ONGOING ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS**

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver ongoing Engineer's Report and Certifications, anticipated on a quarterly basis, as a single PDF document, to the District, per District needs.

EXHIBIT B  
COMPENSATION

- I. ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE: \$5,000 - \$7,000
- II. ONGOING ENGINEER'S REPORT AND CERTIFICATION COST ESTIMATE: \$3,000 - \$5,000

Time and Materials Budget. This estimate is based on past experiences and general understanding of the District's needs. Final costs are dependent on documentation provided for review. Ranger will make every effort possible to complete the project as quickly and efficiently as possible.

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2020 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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Thank you again for the opportunity to submit this Proposal. Should you have any questions, please do not hesitate to contact us.

Best Regards,

Ranger Engineering, LLC

Collin Koranda, PE

The undersigned is the (a) \_\_\_\_\_ actual owner of record of the property; (b) \_\_\_\_\_ authorized agent of the owner of the property; (c) \_\_\_\_\_ contract purchaser of the Property; (d) \_\_\_\_\_ general contractor (e) \_\_\_\_\_ uncertain

If (b), (c), (d) or (e) is checked, the property owner's name and address is \_\_\_\_\_.

ACCEPTED: CROWFOOT VALLEY RANCH  
METROPOLITAN DISTRICT NO. 1

By:

  
(Authorized Representative)

Invoices will be sent to the Client via email.  
Invoices should be forwarded to:

Grace Holton  
(Printed Name)

Name: GRACE HOLTON

TITLE: Treasurer

Email: GRACE.HOLTON@HINES.COM

DATE: 3/13/2020

Phone: 303.357.6300



## GENERAL TERMS AND CONDITIONS

1. **ONE INSTRUMENT/INCONSISTENCIES** – These GENERAL TERMS AND CONDITIONS, and the Ranger PROPOSAL to which these terms are attached (collectively this "Agreement") shall be deemed one instrument. Wherever there is a conflict or inconsistency between the provisions of these GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications, as applicable, the provisions provided for in these GENERAL TERMS AND CONDITIONS shall, in all instances, control and prevail. These GENERAL TERMS AND CONDITIONS shall apply to the work provided in the PROPOSAL to which this is attached or an amendment or modification, including an AGREEMENT FOR ADDITIONAL SERVICES.
2. **ENTIRE AGREEMENT** – These GENERAL TERMS AND CONDITIONS, the PROPOSAL, and any plans or specifications represent the entire Agreement between the Parties and supercedes any and all prior oral or written understandings between the Parties. Changes to these GENERAL TERMS AND CONDITIONS shall only be binding when in writing and agreed to by both parties.
3. **MEDIATION** – All disputes between relating to this Agreement or the Project (as defined in the Proposal) shall first be submitted to mediation with a mediator selected by the Parties. The costs of the mediator shall be split evenly between Client and Ranger. If the Client and Ranger cannot agree on a mediator, then each of Client and Ranger shall nominate a mediator and the two nominated mediators shall select the ultimate mediator. Client and Ranger shall include a similar mediation provision in all of their respective agreements with other parties regarding the Project and will require all such other persons or entities to include a similar mediation provision in all agreements with their respective subcontractors, subconsultants, suppliers and fabricators. Such mediation shall be a condition precedent to a party filing any judicial or other proceeding against the other, except with regard to delinquent fees owed to Ranger.
4. **AUTHORIZATION TO SIGN** – The person signing this Agreement represents and warrants that he/she is signing this Agreement on behalf of the Client and is authorized to enter into this Agreement on the Client's behalf.
5. **BREACH AND COST OF COLLECTION** – In the event Client breaches the terms of this Agreement, Ranger shall be entitled, in addition to the specific remedies provided for in this Agreement, to pursue all remedies available at law or in equity. Client further agrees that Ranger shall be entitled to recover all costs incurred in enforcing any provision of this Agreement, including court costs and reasonable attorney's fees. All payments received from the Client will be credited first to interest, then to the cost of enforcement, and then to the amount due to Ranger.
6. **CHANGES IN REGULATORY ENVIRONMENT** – The services provided by Ranger under this Agreement were determined based upon the applicable municipal, county, state and/or federal regulations, codes, laws and requirements that were in existence on the date of this Agreement. Any material additions, deletions or changes in the regulatory environment, which require an increase in the scope of services to be performed, will be an Additional Service.
7. **CONTROLLING LAW** – This Agreement is to be governed by the laws of the State of Colorado.
8. **CURE PERIOD** – If during the project term, Client observes or becomes aware of any improper service which has been provided by Ranger, Client agrees to immediately notify Ranger of the same, in writing. Ranger shall then have five working days to cure, or begin to cure in a diligent manner, such improper service before Client may exercise its rights under any default and remedy provision provided for in this Agreement, including the right to take corrective action prior to the termination of the cure period. If Client fails to notify Ranger of any defects within thirty (30) working days of learning of the defects, any objections to Ranger's work shall be waived. Ranger will not accept any backcharges unless Client has complied with the foregoing and allowed Ranger the opportunity to cure any problem.
9. **DELAYS** – Client agrees that Ranger shall not be responsible for damages arising directly from any delays for causes beyond Ranger's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in a timely manner; failure of performance by the Client or the Client's contractors or consultants; or discovery of any hazardous substances or differing site conditions. In addition, if delays resulting from any such causes increase the cost or time required by Ranger to perform its services in an orderly and efficient manner, Ranger shall be entitled to an equitable adjustment in schedule and/or compensation.
10. **ENGINEER'S OPINION OF PROBABLE COST** – Ranger's Opinions of Probable Cost provided for herein, if applicable, are to be made on the basis of Ranger's experience and qualifications and represents Ranger's judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, because Ranger has no control over the cost of labor, materials, equipment or services furnished by others, the Contractor's methods of determining prices, or competitive bidding or market conditions, Ranger cannot and does not warrant, represent or guarantee that proposals, bids or actual construction cost will not vary from Ranger's Opinions of Probable Cost. If Client wishes greater assurance as to probable construction cost, Client shall employ an independent cost estimator.
11. **INDEMNITY** – To the fullest extent permitted by law, the Client shall waive any right of contribution and shall indemnify and hold harmless Ranger, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Client's negligence or the negligence of Client's agents. This indemnity shall not require the Client to indemnify Ranger for the negligent acts of Ranger or its agents.  
  
To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger's negligence or the negligence of Ranger's agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER'S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger's negligence:
  - a. Workmen's compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
  - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

At the Client's request, Ranger shall (i) provide a Certificate of Insurance evidencing Ranger's compliance with the above requirements, and (ii) include Client as an "additional insured" on the insurance policy.

13. **LIMITATION OF RANGER'S LIABILITY** – In recognition of the relative risks of the Project to the Client and Ranger, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of Ranger and Ranger's consultants to Client, to Contractor and any Subcontractors on the Project and to those claiming by or through Client for any and all claims, losses, costs, damages or claim expenses from any cause or liability of Ranger's or Ranger's consultants to all of those named herein with respect to the Project shall not exceed \$50,000.00 or the agreed upon professional services fee, whichever is greater. Should Client desire a greater limitation of liability it is available for an additional fee as agreed to in writing by Client and Ranger.

Client acknowledges and understands that Ranger's liability exposure for potential claims related to its performance of services is being specifically limited by this Agreement, and that Client's potential recovery in a claim situation is limited to the amount herein. Client agrees that based upon Ranger's fee and services, it is unreasonable to hold Ranger responsible for liability exposure greater than the set limit.

14. **INFORMATION TO BE PROVIDED TO RANGER** – Client agrees to provide Ranger with such site information as may be needed to enable Ranger to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase I survey; first floor foundation plan and such other information as may be requested by Ranger, from time to time. Client shall not be responsible for providing site information which Ranger has specifically agreed to provide in its Proposal.

15. **RANGER'S RELIANCE ON INFORMATION PROVIDED** – Ranger may rely on the accuracy and completeness of any information furnished to Ranger by or on Client's behalf. Furthermore, Client agrees to hold Ranger harmless from any engineering errors, including but not limited to, grading, earthwork analysis and off-site stormwater outlets, resulting from inaccurate site information which is provided by Client, including topographical surveys which have been prepared by consultants other than Ranger.

16. **PAYMENT** – Invoices will be submitted to the Client for payment on a monthly basis as the work progresses. Invoices are due within thirty days of rendering. Within thirty days of receipt of invoice, Client shall examine the invoice in detail to satisfy themselves as to its accuracy and completeness and shall raise any question or objection that Client may have regarding the invoice within this thirty-day period. After sixty (60) days from receipt of invoice, Client waives any question or objection to the invoice not previously raised. If Client fails to make any payment due Ranger for services and expenses within thirty days after receipt of Ranger's invoice therefore, the amounts due Ranger will be increased at the rate of 1.0 percent per month (or the maximum rate of interest permitted by law, if less), from said thirtieth day. In addition, Ranger may, after giving notice to Client, suspend services under this Agreement until Ranger has been paid in full all amounts due for services, expenses and charges. In the event Ranger elects to suspend its services, and after receipt of payment in full by Client, Ranger shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Ranger to resume performance. In addition, prior to commencing such services, Ranger shall have the right, from time to time, to require Client to provide a retainer payment for services to be rendered. Ranger shall have no liability to Client for any costs or damages incurred as a result of such suspension that is caused by Client.

17. **PERMITS & FEES** – Unless the proposal specifically provides otherwise, Client shall be responsible for paying all application and permit fees and obtaining all permits. Ranger does not warrant, represent or guarantee that the permits or approvals will be issued.

18. **RIGHTS-OF-WAY & EASEMENTS** – Client shall be responsible for obtaining (or vacating) all right-of-way, easements, real covenants and/or agreements necessary for the proper development of the property, including but not limited to right-of-way and easements which may be necessary for roadway and access improvements; stormwater conveyance and detention; sanitary sewer collection, pumping and treatment facilities; water distribution, treatment or storage facilities; and temporary construction access.

19. **SEVERABILITY** – If any clause or provision of this Agreement is determined to be illegal, invalid or unenforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

20. **STANDARD OF CARE** – Ranger will strive to perform its services in accordance with a manner consistent with the level of care and skill ordinarily exercised by other Design Professionals in the same locale.

21. **TERMINATION** – This Contract shall terminate at the time Ranger has completed its services for Client, or prior to that time, if one party provides to the other party written notice, whereby such termination date shall be effective seven (7) days after receipt of such notice. Client agrees to pay for all services, expenses and charges, as agreed, which have been incurred by Ranger through the date of termination.

22. **THIRD PARTY BENEFICIARY** – If Client is a contractor for the owner of the property, the parties acknowledge that Ranger is intended to be a third party beneficiary of the construction contract entered into between owner and Client.

23. **USE OF DOCUMENTS AND ELECTRONIC DATA** – All documents (including drawings and specifications) as well as electronic data (including designs, plans or data stored in machine readable form) that are provided to Client are instruments of service with respect to the Project. Ranger grants an irrevocable non-exclusive license to the Client relative to the Client's use of the documents in connection with the Project. Client agrees not to reuse or make any modification to the documents without the prior written authorization of Ranger. The authorized reproduction of the documents/electronic data from Ranger's system to an alternate system cannot be accomplished without the introduction of inexactitudes, anomalies and errors, and therefore, Ranger cannot and does not make any representations regarding such compatibility. With respect to such reproduction or unauthorized use, Client agrees to indemnify and hold Ranger harmless from all claims, damages, losses and expenses, including reasonable attorneys' fees and costs, arising from Client's unauthorized use, misuse, modification or misinterpretation of the documents or electronic data.

24. **WAIVER OF CONSEQUENTIAL DAMAGE** – Client and Ranger mutually agree to waive all claims of consequential damages arising from disputes, claims or other matters relating to this Agreement.

25. **RANGER'S SITE VISITS** – If requested by Client or as required by the Proposal, Ranger shall visit the site at intervals appropriate to the various stages of construction as Ranger deems necessary in order to observe as an experienced and qualified design professional the progress and quality of the various aspects of contractor's work. Construction staking or survey control staking is not considered a site visit. Such visits and observations by Ranger are not intended to be exhaustive or to extend to every aspect of the work in progress, or to involve inspections of the work beyond the responsibilities specifically assigned to Ranger in this Agreement, but rather are to be limited to spot checking, and similar methods of general observation of the work based on Ranger's exercise of professional judgment. Based on information obtained during such visits and such observations, Ranger shall endeavor to determine in general if such work is proceeding in accordance with the contract documents and Ranger shall keep Client informed of the progress of the work.

The purpose of Ranger's visits to the site will be to enable Ranger to better carry out the duties and responsibilities assigned to and undertaken by Ranger hereunder. Ranger shall not, during such visits or as a result of such observations of work in progress, supervise, direct or have control over the work, nor shall Ranger have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by contractor(s), for safety precautions and programs incident to the work, for any failure of contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to the furnishing and performing the work or authority to stop the work. Accordingly, Ranger neither guarantees the performance of any contractor(s) nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. Should the Client determine that such service is necessary, Ranger will provide such services as the resident project representative as an Additional Service.

Ranger shall not have the authority to instruct any contractor to suspend or terminate its work on the Project. Ranger shall not be responsible for the acts or omissions of any contractor(s), or of any subcontractor(s), any supplier(s), or of any other person or organization performing or furnishing any of the work.

26. **DESIGN WITHOUT CONSTRUCTION ADMINISTRATION** – It is understood and agreed that Ranger's basic services under this Agreement do not include project observation or review of the Client's performance or any other construction phase services, and that such services will be provided for by the Client. The Client assumes all responsibility for interpretation of any contract documents and for construction observation, and the Client waives any claims against Ranger that may be in any way connected thereto. In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Ranger, its officers, directors, employees and subconsultants (collectively, Ranger) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the performance of such services by other persons or entities and from any and all claims arising from modifications, clarifications, interpretations, adjustments or changes made to any contract documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of Ranger. If the Client requests in writing that Ranger provide any specific construction phase services and if Ranger agrees in writing to provide such services, then Ranger shall be compensated for Additional Services as provided in Exhibit A.



## EXHIBIT C

### ADDITIONAL SERVICES

Additional services (including, but not limited to those listed within) shall be performed by Ranger Engineering, if requested, at an additional cost ("Additional Services"). The following services or items are not included within the scope of work outlined in this PROPOSAL to which this is attached unless specifically set forth therein. Such additional services shall be provided either for an agreed upon Lump Sum Fee or on a Time and Material Basis, subject to the rates as listed below:

### SCHEDULE OF TIME AND MATERIAL RATES FOR 2020

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Project Manager	\$140.00
Staff Engineer	\$135.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage (2020 IRS Rate)	\$0.58/mile
Reimbursable Expenses	Cost + 15%

## ADDENDUM TO PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES

THIS ADDENDUM TO PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES (this "Addendum") modifies the Proposal for District Engineering and Cost Certification Services, dated February 27, 2020, (the "Agreement") between Ranger Engineering, LLC, a Colorado limited liability company ("Ranger"), and Crowfoot Valley Ranch Metropolitan District No. 1, a quasi-municipal corporation and political subdivision of the State of Colorado (the "District," and together with Ranger, the "Parties," or either of the Parties individually, the "Party"), and is effective as of the same date as the Agreement.

In consideration of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and Ranger hereby modify the Agreement as follows:

1. Terms of Addendum Controlling. The Parties expressly intend and agree that this Addendum is hereby incorporated into the Agreement and the terms herein shall modify and control the terms in the Agreement. Any inconsistency between the terms of this Addendum and the terms of the Agreement shall be resolved in favor of the terms contained in this Addendum.
2. Workers Compensation Insurance. During the Term of the Agreement, Ranger shall maintain in full force and effect a policy of workers compensation insurance to the extent required by law for Ranger's employees.
3. Independent Contractor. The services to be performed by Ranger are those of an independent contractor and not of an employee or partner of the District. **Ranger is obligated to pay federal and state income tax on any moneys earned pursuant to the Agreement. Neither Ranger nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in the Agreement.**
4. Ownership of Work. The District shall own all work product for which it has paid.
5. Limitation on District Indemnity. Any obligation of the District to indemnify, defend, or hold harmless Ranger is deleted. Notwithstanding any provision in the Agreement, the District does not waive and shall retain all of the immunities, protections, rights, procedures, and limitations provided to the District under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S.
6. Governing Law and Venue. The laws of the State of Colorado, without regard to Colorado laws regarding conflicts of law, shall govern the construction, interpretation, execution and enforcement of the Agreement. Venue for any dispute arising out of or relating to the Agreement shall be in the State of Colorado District Court for Weld County.


7. Annual Appropriation. Pursuant to Article X, Section 20 of the Colorado Constitution and Section 29-1-110, C.R.S., the District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations will be made in the sole discretion of the District's Board of Directors.

8. Illegal Aliens. Ranger certifies that Ranger shall comply with the provisions of Section 8-17.5-101, *et seq.*, C.R.S. Ranger shall not knowingly employ or contract with an illegal alien to perform work under the Agreement or enter into an agreement with a subcontractor that knowingly employs or contracts with an illegal alien. Ranger represents, warrants and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement through participation in either the E-Verify Program or the Department Program described in Section 8-17.5-101, C.R.S. Ranger shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed. If Ranger obtains actual knowledge that a subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, Ranger shall: (i) notify the subcontractor and the District within three (3) days that Ranger has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and (ii) terminate the subcontract with the subcontractor if within three (3) days of receiving such notice, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Ranger shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If Ranger fails to comply with any requirement of Section 8-17.5-102(2), C.R.S., the District may terminate the Agreement for breach, and Ranger shall be liable for actual and consequential damages to the District. If Ranger participates in the Department Program, Ranger shall provide the affirmation required under Section 8-17.5-102(5)(c)(II), C.R.S., to the District.


9. Counterparts, Electronic Signatures and Electronic Records. This Addendum may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101 *et seq.*, C.R.S. The Agreement, and any other documents requiring a signature, may be signed electronically by either Party. The Parties agree not to deny the legal effect or enforceability of the Agreement, solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature on the grounds that it is an electronic record or an electronic signature or that it is not in its original form or is not an original.

IN WITNESS WHEREOF, the Parties hereto have executed this Addendum to be effective as of the date first set forth above.

RANGER ENGINEERING, LLC a Colorado limited liability company

By:   
Name: Collin Koranda  
Title: Principal  
Date: 03/02/2020

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

By:   
Name: Chad Murphy  
Title: President  
Date: 3/13/20