

SECTION 14 METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 800-741-3254
Fax: 303-987-2032
Website: <https://section14md.colorado.gov/>

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Jay Perlmutter	President	2023/May 2023
Jonathan Perlmutter	Treasurer	2022/May 2022
Douglas C. Ernst	Assistant Secretary	2022/May 2022
G. Darwin Toll, Jr.	Assistant Secretary	2023/May 2023
Kenya Jenkins	Assistant Secretary	2022/May 2022
Ann Finn	Secretary	

DATE: March 18, 2021
TIME: 9:30 a.m.

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 will be held via Zoom Meeting and can be joined through the directions below:

<https://us02web.zoom.us/j/88273916994?pwd=aDJNQJTJJSTFhNFFGNWtXU3ZKMU42dz09>

Phone: 1 (253) 215-8782 or 1 (346) 248-7799
Meeting ID: 882 7391 6994
Password: 570016

I. ADMINISTRATIVE MATTERS

- A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

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

- C. Review and approve Minutes of the January 21, 2021 Special Meeting (enclosure).

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.

III. FINANCIAL MATTERS

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

Fund	Period ending January 22, 2021	Period ending February 19, 2021
General	\$ 25,135.10	\$ 17,189.35
Debt	\$ 0	\$ 0
Capital	\$ 0	\$ 15,259.00
Total	\$ 25,135.10	\$ 32,448.35

- B. Review and accept unaudited financial statements through the period ending December 31, 2020, and the schedule of cash position statement dated December 31, 2020 (enclosure).

IV. CAPITAL IMPROVEMENTS

- A. Report on overview of Outfall Projects (Kate) (enclosure – Map).

1. **Adjacent Outfall Projects (Nos. 1-5, 7, 8 as shown on the enclosed map)**

- a. Master Service Agreement for Civil Engineering Services between the District and Proof Civil Co.

1. Discuss and consider approval of Task Order No. 1 (Adjacent Outfall Structure No. 1) to Master Service Agreement for Civil Engineering Services between the District and Proof Civil Co. (to be distributed).

- b. Ratify approval of Master Service Agreement for Material Testing and Special Inspection Services between the District and Ground Engineering Consultants Inc.

1. Discuss and consider approval of Task Order No. 1 (Adjacent Outfall Structure No. 1) to Master Service Agreement for Material Testing and Special Inspection Services between the District and Ground Engineering Consultants Inc. (to be distributed).

- c. Ratify approval of Service Agreement with Schedio Group LLC for Independent District Engineering Services (enclosure).
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- 1. Discuss and consider approval of Change Order No. 1 (Adjacent Outfall Structure No. 1) to Service Agreement with Schedio Group LLC for Independent District Engineering Services (to be distributed).
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- d. Review and consider approval of proposal from Manhard Consulting, Ltd. for surveying services for Adjacent Outfall Structures (enclosure).
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- e. Review and consider approval of Project Management Agreement between the District and Jordan Perlmutter & Co. for Outfall Structures Nos. 1 and 6 (enclosure).
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- f. Discuss maintenance for Outfall Structure Nos. 2, 3, 4, 5, 7
-

- 1. Review and consider approval of proposal from Storm Water Assess Protection LLC (“SWAP”) for Stormwater System Inspections, Contract Bidding and Oversight and Development of a Maintenance Manual for the amount of \$8,000 (enclosure).
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2. **Non-Adjacent Outfall Projects (No. 6 as shown on the enclosed map)**

- a. Master Service Agreement for Civil Engineering Services between the District and Proof Civil Co.
-

- 1. Discuss and consider approval of Task Order No. 2 (Non-Adjacent Outfall Structure No. 6) to Master Service Agreement for Civil Engineering Services between the District and Proof Civil Co. (to be distributed).
-

- b. Ratify approval of Master Service Agreement for Material Testing and Special Inspection Services between the District and Ground Engineering Consultants Inc.
-

- 1. Discuss and consider approval of Task Order No. 2 (Non-Adjacent Outfall Structure No. 6) to Master Service Agreement for Material Testing and Special Inspection Services between the District and Ground Engineering Consultants Inc. (to be distributed).
-

- c. Service Agreement with Schedio Group LLC for Independent District Engineering Services
-

- 1. Discuss and consider approval of Change Order No. 2 (Non-Adjacent Outfall Structure No. 6) to Service Agreement with Schedio Group LLC for Independent District Engineering Services (to be distributed).
-

- 2. Review and approve Engineer's Report and Verification of Costs Associated with Project Management Fees (enclosure).
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- d. Review and consider approval of proposal from Manhard Consulting, Ltd. for surveying services for Non-Adjacent Outfall Structures (enclosure).
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- e. Project Management Agreement between the District and Jordan Perlmutter & Co. for Outfall Structure Nos. 1 and 6.
-

- f. Discuss Term Sheet and status of Cost Sharing Agreement between the District, Foothills Park & Recreation District and Concordia on the Lake LLLP.
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V. LEGAL MATTERS

A. _____

VI. OTHER MATTERS

A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 28, 2021**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SECTION 14 METROPOLITAN DISTRICT HELD JANUARY 21, 2021

A Special Meeting of the Board of Directors of the Section 14 Metropolitan District, Jefferson County and the City and County of Denver, Colorado was duly posted and held on Thursday, the 21st day of January, 2021, at 9:30 a.m. Due to concerns regarding the spread of the Coronavirus (COVID-19) and the benefits to the control of the spread of the virus by limiting in-person contact, this District Board meeting was held by conference call. The meeting was open to the public via conference call.

ATTENDANCE

Directors In Attendance Were:

Jay Perlmutter
Jonathan Perlmutter
Douglas C. Ernst
G. Darwin Toll, Jr.
Kenya Jenkins

Also In Attendance Were:

Ann Finn; Special District Management Services, Inc.

MaryAnn M. McGeady, Esq. and Kate Olson, Esq.; McGeady Becher P.C.

Brad Gordon; Jordon Perlmutter & Co.

Terry Green; Foothills Park & Recreation District

Jason DeYoung; Proof Civil Co.

Julia Robinson, Esq.; Robinson Bailey PC

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure 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 of Directors and to the Secretary of State. Attorney McGeady noted that a quorum was present and requested members of the Board to disclose any potential

RECORD OF PROCEEDINGS

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 Directors' Disclosure Statements have been filed for all Directors.

ADMINISTRATIVE MATTERS

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

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

Meeting Location/Manner and Posting of Meeting Notice: 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. The Board noted that 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, the meeting was held via teleconference.

Ms. Finn reported that notice was duly posted and that no objections to the telephonic manner of the meeting or any requests that the telephonic manner of the meeting be changed by taxpaying electors within the District boundaries have been received.

Designation of 24-Hour Posting Location: Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Ernst, and upon vote, unanimously carried, the Board determined that notices of meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District as least 24 hours prior to each meeting on the District's website at: <https://section14md.colorado.gov/>.

Minutes: The Board reviewed the Minutes of the November 30, 2020 Special Meeting.

Following discussion, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Board approved the Minutes of the November 30, 2020 Special Meeting.

RECORD OF PROCEEDINGS

**PUBLIC
COMMENTS**

There were no public comments at this time.

**FINANCIAL
MATTERS**

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

Fund	Period ending Nov. 25, 2020	Period ending Dec. 14, 2020	Special Check Dec. 1, 2020
General	\$ 25,125.28	\$ 31,232.94	\$ 0
Debt	\$ 0	\$ 0	\$ 0
Capital	\$ 0	\$ 0	\$ 206,914.14
Total	\$ 25,125.28	\$ 31,232.94	\$ 206,914.14

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

Unaudited Financial Statements: The Board deferred discussion.

LEGAL MATTERS

Master Service Agreement with Proof Civil Co., for Engineering Services for the Chanson Plaza Storm Drainage Improvement Project: Attorney Olson reviewed with the Board a Master Service Agreement with Proof Civil Co., for Engineering Services for the Chanson Plaza Storm Drainage Improvement Project. Mr. DeYoung further reviewed the proposal and discussed recommendations for repair work to the outfall structures.

Following review, upon motion duly made by Director Jay Perlmutter, seconded by Director Toll and, upon vote, unanimously carried, the Board approved the Master Service Agreement with Proof Civil Co., for Engineering Services for the Chanson Plaza Storm Drainage Improvement Project.

Proposals for Geotech Services and Master Service Agreement with Ground Engineering Consultants, Inc.: Mr. Gordon reviewed with the Board proposals for Geotech services.

Following review, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board approved the proposal from Ground Engineering Consultants, Inc. for Geotech services and authorized General Counsel to prepare a Master Services Agreement, which should include a 20% contingency.

RECORD OF PROCEEDINGS

Terms of Project Management Agreement with Jordan Perlmutter & Co. for Project Management Services: Attorney McGeady discussed with the Board the terms of the Project Management Agreement between the District and Jordan Perlmutter & Co. for Project Management Services. She noted the project management fee will need to be certified by an independent engineer.

Following review, upon motion duly made by Director Toll, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board authorized General Counsel to draft the Project Management Agreement with Jordan Perlmutter & Co. for Project Management Services. The Board also recognized that some property management services have already been performed and Attorney McGeady noted reimbursements made under this agreement will require certification by an independent engineer.

Cost Sharing Agreement between the District, Foothills Park & Recreation District and Concordia on the Lake LLLP: Attorney McGeady noted for the Board that a Cost Sharing Agreement will need to be negotiated with Foothills Park & Recreation District and Concordia on the Lake LLLP for Outfall Structure No. 6 improvements.

Following review, upon motion duly made by Director Jonathan Perlmutter, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board authorized General Counsel to prepare a Term Sheet. The Board further authorized Director Toll to work with General Counsel on negotiating this Agreement on the District's behalf.

Assignment of Storm Drainage Agreement between Chanson LLP and the District: Attorney Olson reviewed with the Board an Assignment of Storm Drainage Agreement between Chanson LLP and the District.

Following review, upon motion duly made by Director Toll, seconded by Director Jonathan Perlmutter and, upon vote, unanimously carried, the Board approved the Assignment of Storm Drainage Agreement between Chanson LLP and the District.

CAPITAL PROJECTS

Chanson Plaza Storm Drainage Improvement Project (“Chanson Plaza Project”): Mr. Gordon reported to the Board on the status of the Chanson Plaza Project. Follow discussion, the Board directed Mr. Gordan, Mr. DeYoung and Ms. Finn to work on a Schedule of Events for the Project.

RECORD OF PROCEEDINGS

Proposals from Schedio Group LLC, Independent District Engineering Services, LLC and Ranger Engineering, LLC for Engineering and Cost Verification Service: The Board reviewed proposals from Schedio Group LLC, Independent District Engineering Services, LLC and Ranger Engineering, LLC for cost verification services.

Following review, upon motion duly made by Director Toll, seconded by Director Jay Perlmutter and, upon vote, unanimously carried, the Board approved the proposal from Schedio Group LLC for cost verification services. The Board further authorized General Counsel to prepare a Service Agreement between the District and Schedio Group LLC.

Maintenance Manual for Storm Drainage Facilities: Mr. DeYoung discussed preparation of a Maintenance Manual for the Storm Drainage Facilities and noted the manual will include an inspection program, future repairs and life cycle of improvements.

OTHER MATTERS

There were no other matters to discuss at this time.

ADJOURNMENT

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

Respectfully submitted,

By: _____
Secretary for the Meeting

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
4243							
01/22/2021	Bowles Village Center	01/2021	Landscape Maintenance	1-786	639.00	639.00	
01/22/2021	Bowles Village Center	01/2021	Utilities	1-710	349.00	349.00	
Total 4243:						988.00	
4244							
01/22/2021	Chanson, LLC	01/2021	Landscape Maintenance	1-786	2,004.00	2,004.00	
01/22/2021	Chanson, LLC	01/2021	Utilities	1-710	1,743.00	1,743.00	
Total 4244:						3,747.00	
4245							
01/22/2021	McGeady Becher P.C.	198M 12/2020	Legal	1-675	5,349.58	5,349.58	
Total 4245:						5,349.58	
4246							
01/22/2021	Section 14 Development Company	01/2021	Landscape Maintenance	1-786	2,282.00	2,282.00	
01/22/2021	Section 14 Development Company	01/2021	Utilities	1-710	10,466.00	10,466.00	
Total 4246:						12,748.00	
4247							
01/22/2021	Special District Management Servic	12/2020	Accounting	1-613	812.00	812.00	
01/22/2021	Special District Management Servic	12/2020	District Management	1-614	1,379.45	1,379.45	
Total 4247:						2,191.45	
202001012							
01/22/2021	Denver Water	5392 12/20	Utilities	1-710	16.13	16.13	M
Total 202001012:						16.13	
202001014							
01/22/2021	Denver Water	5256 01/21	Utilities	1-710	23.17	23.17	M
Total 202001014:						23.17	
202101011							
01/22/2021	Denver Water	5256 12/20	Utilities	1-710	22.72	22.72	M
Total 202101011:						22.72	
202101013							
01/22/2021	Denver Water	5261 12/20	Utilities	1-710	16.13	16.13	M
Total 202101013:						16.13	
202101015							
01/22/2021	Denver Water	5261 01/21	Utilities	1-710	16.46	16.46	M
Total 202101015:						16.46	
202101016							
01/22/2021	Denver Water	5392 01/21	Utilities	1-710	16.46	16.46	M

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
Total 202101016:						16.46	
Grand Totals:						25,135.10	

Section 14 Metropolitan District
January-21

	General	Debt	Capital	Totals
Disbursements	\$ 25,135.10			\$ 25,135.10
Payroll				\$ -
Payroll Taxes (Annually)	\$ -			\$ -
<u>Total Disbursements from Checking Acct</u>	<u>\$ 25,135.10</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 25,135.10</u>

<u>Check Issue Date</u>	<u>Check Number</u>	<u>Payee</u>	<u>Amount</u>
02/19/2021	9112	Ernst, Douglas C	92.35
02/19/2021	9113	Toll Jr, G Darwin	92.35
02/19/2021	9114	Perlmutter, Jay	92.35
02/19/2021	9115	Perlmutter, Jonathan	92.35
02/19/2021	9116	Jenkins, Kenya	92.35
Grand Totals:			
	<u>5</u>		<u>461.75</u>

Check No and Date	Payee	Invoice No	GL Account Title	GL Acct	Amount	Total	Void/
4248							
02/19/2021	Bowles Village Center	02/2021	Landscape Maintenance	1-786	769.00	769.00	
02/19/2021	Bowles Village Center	02/2021	Utilities	1-710	376.00	376.00	
Total 4248:						1,145.00	
4249							
02/19/2021	Chanson, LLC	02/2021	Landscape Maintenance	1-786	2,086.00	2,086.00	
02/19/2021	Chanson, LLC	02/2021	Utilities	1-710	1,412.00	1,412.00	
Total 4249:						3,498.00	
4250							
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	1-675	9,475.50	4,426.50	
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	1-675	9,475.50	4,426.50	VOID
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	1-675	4,426.50	4,426.50	
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	3-675	8,932.00	13,981.00	
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	3-675	8,932.00	13,981.00	VOID
02/19/2021	McGeady Becher P.C.	198M 01/2021	Legal	3-675	13,981.00	13,981.00	
Total 4250:						18,407.50	
4251							
02/19/2021	Section 14 Development Company	02/2021	Landscape Maintenance	1-786	2,134.00	2,134.00	
02/19/2021	Section 14 Development Company	02/2021	Utilities	1-710	398.00	398.00	
Total 4251:						2,532.00	
4252							
02/19/2021	Special District Association	2021 DUES	Dues & Subscriptions	1-625	850.45	850.45	
Total 4252:						850.45	
4253							
02/19/2021	Special District Management Servic	01/2021	Accounting	1-613	1,808.00	1,808.00	
02/19/2021	Special District Management Servic	01/2021	District Management	1-614	2,411.56	2,411.56	
02/19/2021	Special District Management Servic	01/2021	Management	3-614	1,278.00	1,278.00	
Total 4253:						5,497.56	
20210201							
02/19/2021	Denver Water	5392 02/21	Utilities	1-710	16.46	16.46	M
Total 20210201:						16.46	
20210202							
02/19/2021	Denver Water	5261 02/21	Utilities	1-710	16.46	16.46	M
Total 20210202:						16.46	
20210203							
02/19/2021	Denver Water	5256 02/21	Utilities	1-710	23.17	23.17	M
Total 20210203:						23.17	
Grand Totals:						31,986.60	

Section 14 Metropolitan District

February-21

	General	Debt	Capital	Totals
Disbursements	\$ 16,727.60		\$ 15,259.00	\$ 31,986.60
Payroll	\$ 461.75			\$ 461.75
Payroll Taxes (Annually)	\$ -			\$ -
Total Disbursements from Checking Acct	\$ 17,189.35	\$ -	\$ 15,259.00	\$ 32,448.35

SECTION 14 METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2020

	Rate	Operating	Capital Projects	Total
Checking:				
Cash in Bank-US Bank		\$ 18,485.88	\$ -	\$ 18,485.88
Investments:				
Cash in Bank-ColoTrust	0.1219%	1,624,354.77	-	1,624,354.77
TOTAL FUNDS:		\$ 1,642,840.65	\$ -	\$ 1,642,840.65

2020 Mill Levy Information

Certified General Fund Mill Levy:	20.465
Certified Debt Service Fund Mill Levy:	
Current District	0.000
Westlake / Fairmark (Denver)	0.000
Villages at Raccoon Creek (Denver)	0.000
1994 Exclusion (Jefferson)	0.000
Grant Ranch Cove (Jefferson)	0.000
Total Certified Mill Levy	20.465

Board of Directors

- * Jay Perlmutter
- * Jonathan Perlmutter
- * Douglas C. Ernst
- G. Darwin Toll, Jr.
- Kenya Jenkins

* Authorized signer on the Checking Account

SECTION 14 METROPOLITAN DISTRICT
FINANCIAL STATEMENTS
December 31, 2020

SECTION 14 METROPOLITAN DISTRICT
 COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS
 December 31, 2020

	GENERAL	DEBT SERVICE	CAPITAL PROJECTS	FIXED ASSETS	LONG-TERM DEBT	TOTAL
Assets						
Cash in Bank-US Bank	\$ 18,486	\$ -	\$ -	\$ -	\$ -	\$ 18,486
Cash in Bank-ColoTrust	1,624,355	-	-	-	-	1,624,355
Property Taxes Receivable	1,097,639	-	-	-	-	1,097,639
Cash with County Treasurer	6,641	-	-	-	-	6,641
Prepays	5,811	-	-	-	-	5,811
Total Current Assets	<u>2,752,931</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,752,931</u>
Other Debits						
Amount in Debt Service Fund	-	-	-	-	-	-
Amount to be Provided for Debt	-	-	-	-	-	-
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Capital Assets						
Monument signs	-	-	-	146,017	-	146,017
Contributed signs	-	-	-	145,852	-	145,852
Streets	-	-	-	157,386	-	157,386
Chanson Signs	-	-	-	61,960	-	61,960
Belleview Shores Signs	-	-	-	105,327	-	105,327
Accumulated Depreciation	-	-	-	(356,061)	-	(356,061)
Total Capital Assets	<u>-</u>	<u>-</u>	<u>-</u>	<u>260,481</u>	<u>-</u>	<u>260,481</u>
Total Assets	<u>\$ 2,752,931</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 260,481</u>	<u>\$ -</u>	<u>\$ 3,013,413</u>
Liabilities						
Accounts Payable	\$ 25,080	\$ -	\$ -	\$ -	\$ -	\$ 25,080
Payroll Taxes Payable	\$ 291	\$ -	\$ -	\$ -	\$ -	\$ 291
Total Liabilities	<u>25,371</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>25,371</u>
Deferred Inflows of Resources						
Deferred Property Taxes	1,097,639	-	-	-	-	1,097,639
Total Deferred Inflows of Resources	<u>1,097,639</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,097,639</u>
Fund Balance						
Investment in Fixed Assets	-	-	-	260,481	-	260,481
Fund Balance	1,019,647	160	328	-	-	1,020,135
Current Year Earnings	610,274	(160)	(328)	-	-	609,786
Total Fund Balances	<u>1,629,921</u>	<u>0</u>	<u>(0)</u>	<u>260,481</u>	<u>-</u>	<u>1,890,403</u>
Total Liabilities, Deferred Inflows of Resources and Fund Balance	<u>\$ 2,752,931</u>	<u>\$ 0</u>	<u>\$ (0)</u>	<u>\$ 260,481</u>	<u>\$ -</u>	<u>\$ 3,013,413</u>

SECTION 14 METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending,
December 31, 2020
General Fund

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) variance	% of Budget
Revenues					
Property Taxes - Denver	\$ 17	\$ 223,044	\$ 223,246	\$ (202)	99.9%
Property Taxes - Jeff. Cty.	-	876,079	877,759	(1,680)	99.8%
Specific Ownership Taxes	13,354	77,264	86,608	(9,344)	89.2%
Interest Income	169	9,437	5,001	4,436	188.7%
Total Revenues	<u>13,540</u>	<u>1,185,824</u>	<u>1,192,614</u>	<u>(6,790)</u>	<u>99.4%</u>
Expenditures					
Accounting	2,142	10,976	12,000	1,024	91.5%
District Management	1,176	14,427	12,000	(2,427)	120.2%
Audit	-	5,042	6,000	958	84.0%
Director's Fees	500	1,500	2,300	800	65.2%
Dues & Subscriptions	-	-	600	600	0.0%
Election Expense	-	1,164	1,000	(164)	116.4%
Insurance	131	6,946	7,300	355	95.1%
Legal	1,195	32,484	25,000	(7,484)	129.9%
Legal Publications	-	219	100	(119)	219.4%
Miscellaneous Expenses	14	207	1,000	794	20.7%
C&C of Denver Annual Fee	-	3,000	3,000	-	100.0%
Payroll Taxes	38	115	176	61	65.2%
Treasurer's Fees	0	15,372	16,515	1,143	93.1%
Utilities	16,070	115,850	110,000	(5,850)	105.3%
Landscape Maintenance	10,518	122,010	115,000	(7,010)	106.1%
Contingency	-	-	85,000	85,000	0.0%
Total Expenditures	<u>31,784</u>	<u>329,311</u>	<u>396,991</u>	<u>67,680</u>	<u>83.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	(18,244)	856,512	795,623	60,889	
Transfers and Other (Sources) Uses					
Transfer to Capital	226,359	246,238	1,332,454	1,086,216	
Transfer to Debt Service	-	-	-	-	
Emergency Reserves	-	-	35,778	35,778	
Total Transfers and Other (Sources) Uses	<u>226,359</u>	<u>246,238</u>	<u>1,368,232</u>	<u>1,121,994</u>	
Change in Fund Balance	(244,602)	610,274	(572,609)	1,182,883	
Beginning Fund Balance	1,874,524	1,019,647	611,351	408,296	
Ending Fund Balance	<u>\$ 1,629,921</u>	<u>\$ 1,629,921</u>	<u>\$ 38,742</u>	<u>\$ 1,591,179</u>	

SECTION 14 METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending,
December 31, 2020
Debt Service Fund

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) variance	% of Budget
Revenues					
Property Taxes - Denver	\$ -	\$ -	\$ -	\$ -	0.0%
Property Taxes - Jeff. Cty.	-	-	-	-	0.0%
Prty Taxes - Ex Denver	-	-	-	-	0.0%
Prty Taxes - Ex Jeff. Cty.	-	-	-	-	0.0%
Interest Income	-	32	-	32	-
Transfer from General Fund	-	-	-	-	0.0%
Total Revenues	<u>-</u>	<u>32</u>	<u>-</u>	<u>32</u>	<u>0.0%</u>
Expenditures					
Bond Principal 2000	-	-	-	-	0.0%
Bond Interest 2000	-	-	-	-	0.0%
Trustee/Paying Agent Fees	-	191	-	(191)	-
Treasurer's Fees	-	-	-	-	0.0%
Total Expenditures	<u>-</u>	<u>191</u>	<u>-</u>	<u>(191)</u>	<u>0.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	-	(160)	-	(160)	
Beginning Fund Balance	0	160	-	160	
Ending Fund Balance	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ -</u>	<u>\$ 0</u>	

SECTION 14 METROPOLITAN DISTRICT
Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual
For the 12 Months Ending,
December 31, 2020
Capital Projects Fund

Account Description	Period Actual	YTD Actual	Budget	Favorable (Unfavorable) variance	% of Budget
Revenues					
Interest Income	\$ -	\$ 2	\$ 15	\$ (13)	15.8%
Transfer from General Fund	226,359	246,238	1,332,454	(1,086,216)	18.5%
Total Revenues	<u>226,359</u>	<u>246,241</u>	<u>1,332,469</u>	<u>(1,086,228)</u>	<u>18.5%</u>
Expenditures					
Reimbrse developer- cap. proj.	167,287	167,287	380,000	212,713	44.0%
Repay developer-interest	39,627	39,627	-	(39,627)	0.0%
Management	3,854	3,854	10,000	6,146	38.5%
Legal	15,591	15,591	30,000	14,410	52.0%
Storm Drainage Improvements	-	-	200,000	200,000	0.0%
Engineering	-	20,210	30,000	9,790	67.4%
Miscellaneous	-	-	-	-	0.0%
Contingency	-	-	1,799	1,799	0.0%
Total Expenditures	<u>226,359</u>	<u>246,569</u>	<u>651,799</u>	<u>405,230</u>	<u>37.8%</u>
Excess (Deficiency) of Revenues Over Expenditures	-	(328)	680,670	(680,998)	
Beginning Fund Balance	(0)	328	-	328	
Ending Fund Balance	<u>\$ (0)</u>	<u>\$ (0)</u>	<u>\$ 680,670</u>	<u>\$ (680,670)</u>	

Approximate Location of the 8 Outfall Structures

■■■■■ = approximate boundary of Chanson LLP's Property (Chanson Plaza)

For discussion purposes: "Adjacent" = outfall structure #s 1-5, 7 & 8
"Not Adjacent" = outfall structure #6



**SERVICE AGREEMENT FOR
INDEPENDENT ENGINEERING AND CPOST VERIFICATION SERVICES**

THIS SERVICE AGREEMENT FOR INDEPENDENT ENGINEERING AND COST VERIFICATION SERVICES (“Agreement”) is entered into and effective as of the 21st day of January, 2021, by and between **SECTION 14 METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SCHEDIO GROUP LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

C. The Consultant has experience in providing the services, as set forth in Exhibit A hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in Exhibit B attached hereto on a time and materials basis, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as Exhibit D ("Change Order").

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

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

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

III. TERM AND TERMINATION

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Section 14 Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Schedio Group LLC
808 9th Street
Greeley, CO 80631
Phone: (303) 968-7677
Email: tmccarthy@schediogroup.com
Attn: Timothy A. McCarthy, P.E.

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

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

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

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

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

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

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

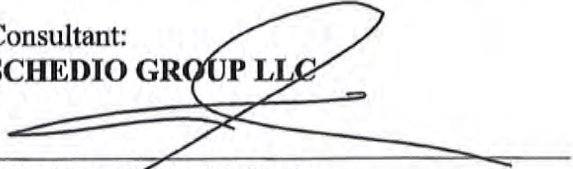
5.15 Conflicts. If any term or provision(s) in any Exhibit attached as part of this Agreement conflicts with any term or provision(s) in the body of this Agreement, the term or provision(s) contained in the body of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:
SCHEDIO GROUP LLC



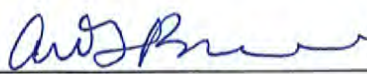
By: Timothy A. McCarthy
Its: Managing Principal

STATE OF COLORADO)
) ss.
COUNTY OF Weld)

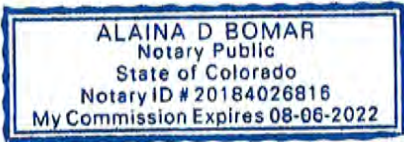
The foregoing instrument was acknowledged before me this 6th day of ~~January~~ February, 2021, by Timothy A. McCarthy, as Managing Principal of Schedio Group LLC.

Witness my hand and official seal.

My commission expires: 08/06/2022



Notary Public



District:
SECTION 14 METROPOLITAN DISTRICT



By: Jay Perlmutter
Its: President

STATE OF COLORADO)
) ss.
COUNTY OF Denver)

The foregoing instrument was acknowledged before me this 12th day of ~~January~~ February, 2021, by Jay Perlmutter, as President of Section 14 Metropolitan District.

Witness my hand and official seal.

My commission expires: May 27, 2024



Notary Public

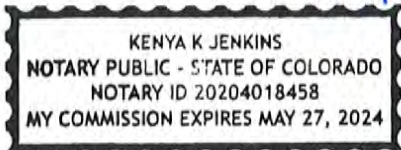


EXHIBIT A SCOPE OF SERVICES

TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

This task includes, as applicable, the review of costs incurred and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs associated with the design and construction of Public Improvements. Schedio Group will prepare a professional Engineer’s Report, Engineer’s Verification and supporting Exhibits (“Professional Report”) which will include, as a minimum, the following sections:

- Engineer’s Report
 - Title Page
 - Table of Contents
 - Introduction
 - Determination of Public Proration Percentage(s)
 - Summary of Findings
 - Verification of Quantities
 - Verification of Costs
 - Verification of Payments
 - Verification of Construction
 - Special Circumstances and Notable Methodologies
- Engineer’s Verification
- Summary of Costs Reviewed
- Summary of Documents Reviewed
- Maps (as deemed applicable by Schedio Group)

Deliverables:

- 1 Draft Professional Report for Review and Comments
- 1 Final Professional Report
(signed and sealed by Professional Engineer # 0044349)

Schedio Group will collaborate with the District to determine if the completion of Task 1 would be best accomplished by issuing one or more Professional Reports.

TASK 2 – ON CALL SERVICES

On Call Services will be performed as directed by the District.

**EXHIBIT B
COMPENSATION**

TASK 1 – INDEPENDENT PROFESSIONAL ENGINEER’S REVIEW OF COSTS INCURRED AND VERIFICATION OF COSTS ASSOCIATED WITH THE DESIGN AND CONSTRUCTION OF PUBLIC IMPROVEMENTS

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2021 Charge Rates Schedule for reference.

TASK 2 – ON CALL SERVICES

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2021 Charge Rates Schedule for reference.

2021 CHARGE RATES SCHEDULE

Hourly Rates

Managing Principal	\$ 200.00
Staff Engineer II	\$ 150.00
Staff Engineer I	\$ 130.00
Project Administrator	\$ 95.00
Expert Witness	\$ 275.00 (Preparation)
	\$ 350.00 (Deposition and Testimony)

Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

- Mileage @ \$ 0.75 per mile
- Reproduction @ cost + 15%
- Subcontractors / Subconsultants @ cost + 15%

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:	APPROVED:
By:	By:
District	Consultant



Civil Engineering
Surveying
Water Resources Management
Construction Management

~~February 22, 2021~~ Revised February 23, 2021

Ms. Ann Finn
Section 14 Metropolitan District c/o SDMS
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**RE: PROPOSAL FOR ADDITIONAL SURVEYING SERVICES
SECTION 14 METROPOLITAN DISTRICT – ADDITIONAL SERVICE NO. 1
JEFFERSON COUNTY, COLORADO**

Dear Ms. Finn:

Per your request, we offer to perform the following additional services:

1. **Outfall Location Survey**: Field locate Six (6) storm outfall areas as highlighted in *red* on the attached Storm Outfall Survey Limits Exhibit. The surveyed location of each outfall area will be added to the overall base mapping to evaluate if the improvements fall within the recorded easement areas. As part of this survey, Manhard will locate three section corners to allow the existing plat and easements to be tied to the located storm outfall improvements. **(Lump Sum Fee: \$2,600)**
2. **1992 Storm Drainage Agreement Verification**: Manhard will review and plot those easements described as Easements A, B, C and D in the Storm Drainage Agreement recorded September 17, 1992 under Reception Numbers 92115766 and 92115767. The easement areas will be added to the overall base mapping to verify the areas cover each storm outfall improvement. **(Lump Sum Fee: \$300)**
3. **1986 Commissioners Easement Deed Verification**: Manhard will review and plot those easements described in the Commissioners Easement Deeds recorded November 14, 1986 under Reception Numbers 86140818, 86140819 & 86140820. The easement areas will be added to the overall base mapping to verify the locations of these easements. **(Lump Sum Fee: \$700)**
4. **Overall Exhibit**: Manhard will prepare an overall exhibit showing the boundaries of the above listed easement agreement and easement deeds along with the field located storm outfall improvements. Easement areas will be labeled with the corresponding recording information. Any storm outfall improvement that falls outside of the easement area will be dimensioned and noted on the exhibit. **(Lump Sum Fee: \$1,300)**
5. **Legal Descriptions**: Prepare as requested legal descriptions and exhibits for any storm outfall improvements that the provided recorded easement agreement does not cover. Descriptions will be reviewed, signed and sealed by a licensed Colorado Land Surveyor. **(Lump Sum Fee: \$800/Each)**

This work is an amendment to our Agreement (Agreement) dated July 11, 2019 with respect to providing additional services. We offer to complete these services for a **Lump Sum Fee** of **\$4,900** in accordance with the terms and conditions (including the General Terms and Conditions) of the Agreement. Please provide acknowledgment of these additional services by signing below and returning one copy to our office. We will begin work as soon as we receive an executed copy.

If you should have any questions, please do not hesitate to contact me.

Yours truly,
MANHARD CONSULTING



Derek S. Brown, P.L.S.
Survey Manager

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: **SECTION 14 METROPOLITAN DISTRICT**

By: _____
(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

Section 14 Metro District

Storm Outfall Survey Limits



Google Earth

©2021 Google



1000 ft

SERVICE AGREEMENT FOR PROJECT MANAGEMENT

THIS SERVICE AGREEMENT FOR PROJECT MANAGEMENT (“**Agreement**”) is entered into and effective as of the 18th day of March, 2021, by and between **SECTION 14 MD METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **JORDON PERLMUTTER & CO.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

C. The Consultant has experience in providing the services, as set forth in **Exhibit A** hereto, attached and incorporated herein (the “**Services**”), and is willing to provide such Services to the District for reasonable consideration.

D. The District is undertaking the repair of infrastructure improvements for two (2) outfall structures that empty water into the Johnson Reservoir (the “**Project**”). The approximate location of the outfall structures is identified on the map in **Exhibit A**.

E. The District intends to enter into a cost sharing agreement with Foothills Park and Recreation District (“**Foothills**”) and Concordia on the Lake LLLP (“**Concordia**”) to set forth the terms by which the District, Foothills and Concordia shall equally share the cost of current and future repairs and maintenance of the outfall structure identified as “6” on the map in **Exhibit A** (“**Outfall 6**”). To that end, the District requests the Consultant separately identify, in each invoice submitted to the District, the costs associated with the Services for Outfall 6.

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

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

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

II. COMPENSATION

2.1 Compensation. In consideration of services described herein, the District shall pay the Consultant a fee of 9% of those categories of hard costs and 6% of those categories of soft costs delineated on **Exhibit B** attached hereto and incorporated herein by this reference, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit D** (“**Change Order**”).

2.2 Monthly Invoices and Payments. The Consultant shall submit to the District a monthly invoice, in a form acceptable to the District. The District requests the Consultant separately identify, in each invoice submitted to the District, the costs associated with the Services for Outfall 6. Invoices shall be submitted and paid no more frequently than once a month.

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

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

III. TERM AND TERMINATION

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

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

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

(i) Workers’ Compensation Insurance. A Workers’ Compensation Insurance Policy in form and substance reasonably acceptable to the District and

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

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

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Section 14 Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: afinn@sdmsi.com
Attn: Ann Finn

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

To Consultant: Jordon Perlmutter & Co.
1601 Blake Street, Suite 600
Denver, CO 80202
Phone: (303) 595-9919
Email: bgordon@jp-co.com
Attn: Bradley L. Gordon

With a copy to: Foster Graham Milstein & Calisher, LLP
360 South Garfield Street, Suite 600
Denver, CO 80209
Phone: (303) 333-9810
Email: ddansky@fostergraham.com
Attn: David Dansky

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

5.9 Default/Remedies. If either Party fails to perform any of its responsibilities, obligations or agreements to be performed in accordance with the provisions of this Agreement, and if such failure of performance continues for a period of thirty (30) days following written notice of default from the other Party (or such additional period of time as may reasonably be required to cure such default; provided that the curative action is commenced within such thirty

(30) day period and is diligently and continuously pursued to completion), then the non-defaulting Party, at its option, may elect (i) to treat this Agreement as remaining in full force and effect; or (ii) terminate this Agreement as of any specified date. The non-defaulting Party shall additionally be entitled to exercise all remedies available at law or in equity. In the event of any litigation or other proceeding to enforce the terms, covenants or conditions hereof, the non-defaulting Party in any such litigation or other proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

JORDAN PERLMUTTER & CO.

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as _____ of Jordan Perlmutter & Co.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

SECTION 14 METROPOLITAN DISTRICT

By: _____

Jay Perlmutter, President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by Jay Perlmutter, as President of Section 14 Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SCOPE OF SERVICES

The District hereby engages the Consultant to supervise and coordinate with engineers, other consultants, potential contractors and Jefferson County (“**County**”), such activities and work necessary to provide repair to infrastructure improvements for two (2) outfall structures (the “**Project**”). See the *attached map* for the approximate location of the outfall structures.

The Consultant shall perform all services herein identified diligently, in a good, workmanlike and timely manner, and in accordance with high quality, sound construction management practices. **The Consultant shall separately identify, in each invoice submitted to the District, the costs associated with the Services for Outfall #6.** Services shall include but not be limited to the following:

1. Working with the Engineer on the Project, reviewing the drawings to make sure they meet the scope of work required. The Engineer is responsible for submitting the plans to the appropriate agencies to get permits.
2. Review the advertising for bid with the District Manager.
3. Make sure the bidders are qualified to do the Project (licensed, insured, bondable).
4. The bid package consists of:
 - a. Requirements from bidder form, to include:
 1. Proof of insurance from Contractor
 2. Construction schedule
 3. Bond percentage
 4. List of similar projects
 5. List of subcontractors
 6. References
 - b. Set of plans from Engineer
 - c. Special Instructions for Geotechnical requirements
 - d. Bid form
 - e. Notice of award form
 - f. Copy of blank Construction Agreement
 - g. Conditional & Unconditional Lien Waiver forms
5. Conduct a pre-bid meeting onsite to physically review the Project and answer questions if necessary.
6. Conduct a bid opening meeting, if required.
7. Compile and analyze all bids.
8. Report to Board the results of the bids.
9. Send out Notice of award to successful bidder.
10. Once requirements from the bidder have been received, send out the executed construction contract.
11. Conduct jobsite meeting with the Contractor prior to construction, if necessary.

Approximate Location of the 2 Outfall Structures



**EXHIBIT B
COMPENSATION**

The District shall pay the Consultant a fee of 8.50% of those categories of hard costs and soft costs delineated in the table below.

COSTS

ENVIRONMENTAL MITIGATION	Included in Consultant's fee calculation
DEMO, EXCAVATION, GRADING	Included in Consultant's fee calculation
HARD SURFACE IMPROVEMENTS	Included in Consultant's fee calculation
STRUCTURES	Included in Consultant's fee calculation
STORM DRAINAGE	Included in Consultant's fee calculation
RETAINING WALLS	Included in Consultant's fee calculation
SAFETY IMPROVEMENTS	Included in Consultant's fee calculation
LANDSCAPING	Included in Consultant's fee calculation
WETLANDS MITIGATION	Included in Consultant's fee calculation
CONTRACTORS GENERAL CONDITIONS	Included in Consultant's fee calculation
GENERAL CONTRACTORS FEE	Included in Consultant's fee calculation

SOFT COSTS

LANDSCAPE ARCHITECT	Included in Consultant's fee calculation
CONSULTING	Included in Consultant's fee calculation
SURVEY	Included in Consultant's fee calculation
CIVIL ENGINEERING	Included in Consultant's fee calculation
SOILS ENGINEERING	Included in Consultant's fee calculation
CITY & STATE INSPECTION & CONST. FEES	Included in Consultant's fee calculation
WARRANTY & COMPLETION BOND	Included in Consultant's fee calculation
PREMIUMS	
TESTING	Included in Consultant's fee calculation
PRINTING & MISCELLANEOUS OFFICE EXP.	Included in Consultant's fee calculation
ENVIRONMENTAL ENGINEERING (maybe)	Included in Consultant's fee calculation

EXHIBIT C
CERTIFICATION OF CONSULTANT

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant



February 23, 2021

Section 14 Metropolitan District
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**SECTION 14 METROPOLITAN DISTRICT STORMWATER SYSTEM INSPECTION,
CONTRACTOR BIDDING AND OVERSIGHT AND DEVELOPMENT OF SITE-SPECIFIC
MAINTENANCE MANUAL**

Stormwater Asset Protection, LLC (SWAP) is pleased to respond to your request to provide services for the Chanson Plaza (Project) Stormwater System inspection and maintenance.

SCOPE OF SERVICES

Initial review – SWAP will review agreements and construction plans provided by the District and will conduct a detailed inspection of the storm sewer systems outfalls and treatment facilities.

Reporting – SWAP will provide a detailed report that identifies the storm sewer system outfalls and treatment facilities, their condition, and recommended corrections and maintenance.

Maintenance Contracting – SWAP will acquire and provide to the District, three bids to complete the recommended corrections and maintenance for contract approval.

Oversight – SWAP will conduct oversight of the maintenance operations to ensure the quality of work meets the expectations of the District.

Documentation – SWAP will provide a site-specific maintenance manual for the project that will include a record of any work completed within this scope.

FEE

SWAP proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule below. Based on our experience, a Not to Exceed amount of \$8,000 should allocate the funds required for the tasks, and any excess funds may be used for additional services.

2021 CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. Hourly rates are revised periodically to reflect the current cost for delivery of services and the fees charged for services under this engagement may change without notice. The District agrees that IDES is authorized perform a task authorized under this scope of services at the direction of any individual board member.

Labor Rates

Professional Engineer \$146.00 per hour
Technical Specialist \$138.00 per hour
Office Administrator \$90.00 per hour

Reimbursable Expenses

Mileage IRS rate + 10%
Tolls At cost + 10%

Respectfully Submitted,

Brandon Collins P.E.
SWAPLLC

Date: March 12, 2021

To: Board of Directors

Section 14 Metropolitan District
c/o Ann Finn
Special District Management Services, Inc.
141 Union Blvd, Ste 150
Lakewood, CO 80228

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Engineer's Letter and Verification of Costs Associated with the Design and Construction of Public Improvements

Board of Directors,

Timothy A. McCarthy, P.E. / Schedio Group LLC (the "Independent Consulting Engineer") states as follows:

The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and verification of costs associated with Public Improvements of similar types and functions as those at Section 14 Metropolitan District (the "District"). This verification letter is in response to the District's request of the Independent Consulting Engineer to provide an opinion regarding the reasonableness of Project Management Fees as fully described in the Draft Service Agreement For Project Management ("Agreement") dated February 22, 2021, by and among Section 14 Metropolitan District and Jordan Perlmutter & Co (the "Consultant").

Per Section II – Compensation of the Agreement:

"In consideration of services described herein, the District shall pay the Consultant a fee of 9% of those categories of hard costs and 6% of those categories of soft costs delineated on Exhibit B attached hereto..."

In addition to the Agreement, Schedio Group has reviewed the following documents provided by Special District Management Services.

- Chanson Plaza Drainage Improvements Alternatives Analysis Report. Prepared by Matrix and submitted March 27, 2020.
- Proposal for Civil Engineering / Surveying Services. Prepared by ProofCivil Consulting Engineers and dated November 30, 2020.

Based on the Independent Consulting Engineer's experience in serving Metropolitan Districts, the Independent Consulting Engineer hereby recommends the District and Consultant consider employing an 8.50% Project Management Fee, in the final version of the Service Agreement For Project Management by and among the District and Consultant, for both soft and hard costs incurred and paid for associated with the design and construction of drainage improvements at Johnson Reservoir in Columbine, Colorado.

Please feel free to contact me anytime.

Respectfully,

Schedio Group LLC



Timothy A. McCarthy, P.E. | Managing Principle | 303.968.7677 | tmccarthy@schediogroup.com



Civil Engineering
Surveying
Water Resources Management
Construction Management

~~February 22, 2021~~ Revised February 23, 2021

Ms. Ann Finn
Section 14 Metropolitan District c/o SDMS
141 Union Boulevard, Suite 150
Lakewood, CO 80228

**RE: PROPOSAL FOR ADDITIONAL SURVEYING SERVICES
SECTION 14 METROPOLITAN DISTRICT – ADDITIONAL SERVICE NO. 2
JEFFERSON COUNTY, COLORADO**

Dear Ms. Finn:

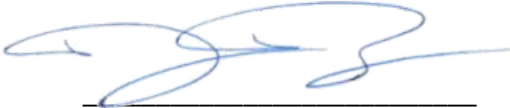
Per your request, we offer to perform the following additional services:

1. **Concordia Outfall Location Survey**: Field locate the Concordia storm outfall area as highlighted in *red* on the attached Survey Limits Exhibit. The surveyed location of the outfall area will be added to the overall base mapping to evaluate if the improvements fall within the recorded easement area. **(Lump Sum Fee: \$700)**
2. **1986 Commissioners Easement Deed Verification**: Manhard will review and plot that easement described in the Commissioners Easement Deed recorded September 25, 1986 under Reception Number 86115781. The easement area will be added to the overall base mapping to verify the area covers the Concordia storm outfall improvement. **(Lump Sum Fee: \$300)**
3. **Overall Exhibit**: Manhard will prepare an overall exhibit showing the boundaries of the above listed easement deed along with the field located Concordia storm outfall improvement. Easement area will be labeled with the corresponding recording information. If the storm outfall improvement falls outside of the easement area it will be dimensioned and noted on the exhibit. **(Lump Sum Fee: \$600)**
4. **Legal Descriptions**: Prepare as requested legal description and exhibit for any storm outfall improvements that the provided recorded easement deed does not cover. Description will be reviewed, signed and sealed by a licensed Colorado Land Surveyor. **(Lump Sum Fee: \$800/Each)**

This work is an amendment to our Agreement (Agreement) dated July 11, 2019 with respect to providing additional services. We offer to complete these services for a **Lump Sum Fee** of **\$1,600** in accordance with the terms and conditions (including the General Terms and Conditions) of the Agreement. Please provide acknowledgment of these additional services by signing below and returning one copy to our office. We will begin work as soon as we receive an executed copy.

If you should have any questions, please do not hesitate to contact me.

Yours truly,
MANHARD CONSULTING



Derek S. Brown, P.L.S.
Survey Manager

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: **SECTION 14 METROPOLITAN DISTRICT**

By: _____
(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

Concordia Outfall

Survey Limits Exhibit



Survey Limits

Google Earth

© 2021 Google

200 ft





Civil Engineering
Surveying
Water Resources Management
Construction Management

~~February 22, 2021 Revised February 23, 2021~~
Revised March 10, 2021

Ms. Ann Finn
Section 14 Metropolitan District c/o SDMS
141 Union Boulevard, Suite 150
Lakewood, CO 80228

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ACCEPTED: SECTION 14 METROPOLITAN DISTRICT

By: _____
(Authorized Representative)

(Printed Name)

Title: _____

Date: _____

Concordia Outfall

Survey Limits Exhibit

Approximate outfall area to be surveyed.

Survey Limits

Google Earth

© 2021 Google

200 ft

