

CIMARRON METROPOLITAN DISTRICT

8390 E. Crescent Parkway, Suite 300

Greenwood Village, CO 80111

Phone: 303-779-5710

www.candelascommunity.com

NOTICE OF REGULAR MEETING AND AGENDA

DATE: Tuesday, June 20, 2023
TIME: 3:30 p.m.
LOCATION: Candelas Parkview Swim and Fitness Club
19845 W. 94th Avenue
Arvada, CO 80007

You can also attend the meeting in any of the following ways:

URL:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MGY3OGQ5OWYtNGIwNC00ZGExLWI2YWUtOTQyZWNiYWM5ZDMz%40thread.v2/0?context=%7b%22Tid%22%3a%224aaa468e-93ba-4ee3-ab9f-6a247aa3ade0%22%2c%22Oid%22%3a%227e93cd08-3bae-48d3-b32e-d8f57cd88c24%22%7d

Dial in:

1-720-547-5281 United States, Denver
Phone Conference ID: **484 187 985#**

Board of Directors

Brian Mulvany
Patrick Vaughn
Brian Daly
Vacant
Vacant

Office

President
Secretary
Treasurer
N/A
N/A

Term Expires

May, 2025
May, 2027
May, 2025
May, 2027
May, 2027

I. ADMINISTRATIVE MATTERS

- A. Call to order and approval of agenda.
- B. Present disclosures of potential conflicts of interest.
- C. Confirm quorum, location of meeting and posting of meeting notices.

II. PUBLIC COMMENT – Members of the public may express their views to the Board on matters that affect the District that are otherwise not on the agenda. Comments will be limited to three (3) minutes per person.

III. CONSENT AGENDA

A. Review and consider approval of the Minutes of the June 1, 2023 Special Meeting (enclosed).

IV. FINANCIAL MATTERS

A. Review and accept unaudited financial statements for the period ending April 30, 2023 (enclosed).

B. Review and ratify/approve payment of claims in the amount of \$110,438.47 through the period ending June 14, 2023 (enclosed).

C. Review and ratify/approve payment of capital claims in the amount of \$152,794.44 (enclosed).

V. LEGAL MATTERS – Adjourn to Executive Session, if necessary, for any of the following items:

A. Discuss status of transition from Cimarron Metropolitan District to Vauxmont Metropolitan District under Master Intergovernmental Agreement.

B. Discuss status of repairs to Block 28 Tract A6 and authorize necessary action in conjunction therewith. **Adjourn to Executive Session, if necessary, to receive legal advice on specific legal questions.**

C. Discuss matters relative to ongoing litigation regarding Block 24, Tract A6 and authorize necessary actions in conjunction therewith. **Adjourn to Executive Session, if necessary, to receive legal advice on specific legal questions.**

D. Review and ratify approval of Change Order No. 1 to Service Agreement for Tract A6 Slope Stability Support Services between the District and Martin/Martin, Inc. in the amount of \$30,000.00 (enclosed).

E. Review and consider approval of Service Agreement for Engineering Services between the District and Ground Engineering Consultants, Inc. (enclosed).

F. Review and ratify approval of Task Order No. 18 to the Service Agreement for Survey Services between the District and Aztec Consultants, Inc., for Candelas Slope Failure Repairs, in the amount of \$10,000.00 (enclosed).

VI. CAPITAL IMPROVEMENTS

- A. Discuss status of infrastructure installation for Candelas Project (report by IDES) (enclosed).
- B. Review and consider approval of contracts, work orders and change orders.
 - 1. Review and consider approval of Task Order No. 24 between the District and CTL Thompson for Geotechnical for Filing 1 Retaining Wall/Slope Failure Testing, Observation and Coordination, in the amount of \$60,000 (enclosed).
 - 2. Review and consider approval of Task Order No. 10 between the District and IDES, LLC for Filing 1 Kiosk Relocation and Slope Failure Repairs, in the amount of \$45,000 (enclosed).
- C. Review and consider acceptance of costs for construction of, and services related to, District improvements under the Verification of District Expenditures Report prepared by Independent District Engineering Services, LLC (“IDES”) for reimbursement to Arvada Residential Partners, LLC (“ARP”), and consider release and/or transfer of non-District improvements to ARP pursuant to the Facilities Funding and Acquisition Agreement between the District and ARP, based upon the recommendation of IDES (enclosed).

VII. OTHER BUSINESS

VIII. ADJOURNMENT

The next regular meeting is scheduled for Tuesday, October 17, 2023 at 3:30 p.m.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF
THE BOARD OF DIRECTORS OF THE
CIMARRON METROPOLITAN DISTRICT (THE “DISTRICT”)
HELD
JUNE 1, 2023

A special meeting of the Board of Directors (referred to hereafter as “Board”) of the Cimarron Metropolitan District (referred to hereafter as the “District”) was convened on Thursday, June 1, 2023, at 2:00 p.m. via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Brian Mulvany
Patrick Vaughn
Brian Daly

Also In Attendance Were:

Lisa Johnson and Michael Jensen; CliftonLarsonAllen LLP (“CLA”)
Megan Becher, Esq.; McGeady Becher P.C.

ADMINISTRATIVE MATTERS

Call to order and approval of agenda: The meeting was called to order at 2:00 p.m. There was distributed, for the Board’s review and approval, a proposed agenda for the District’s special meeting. Following review, upon a motion duly made by Director Vaughn, seconded by Director Mulvany and upon vote unanimously carried, the Board approved the agenda, as presented.

Disclosures of potential conflicts of interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board of Directors and to the Secretary of State. Attorney Becher requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with statute, noting that conflict disclosure statements for all of the Directors have been filed, and that no additional conflicts were disclosed at the meeting.

Quorum, location of meeting, and posting of meeting notices: It was noted that a quorum was present. 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 determined that the meeting would be held in a virtual manner, with participants attending by video/telephonic means. It was noted that the notice of the location and manner of the meeting was duly posted, and that no objections to the location and manner of the meeting or any requests that the location and manner of the meeting be changed by taxpaying

RECORD OF PROCEEDINGS

electors within the District boundaries have been received.

Results of Cancelled May 2, 2023 Regular Directors' Election and Appointment of Officers: Attorney Becher informed the Board that the May 2, 2023 Regular Election was cancelled, as permitted by statute, as there were not more candidates than seats available. It was noted that Director Vaughn was deemed elected to a 4-year term ending in May 2027, and that Directors Daly and Mulvany were each deemed elected to 2-year terms ending in May 2025.

Following discussion, upon motion duly made by Director Mulvany, seconded by Director Vaughn and upon vote unanimously carried, the following slate of officers was appointed for the District:

President: Brian Mulvany
 Secretary: Patrick Vaughn
 Treasurer: Brian Daly

PUBLIC COMMENT There was no public comment.

CONSENT AGENDA **Approve Minutes of the March 21, 2023 Regular Meeting**

Following review, upon a motion duly made by Director Vaughn, seconded by Director Mulvany and upon vote unanimously carried, the Board approved the consent agenda item, as presented.

FINANCIAL MATTERS There were no financial matters.

LEGAL MATTERS **Plaintiffs' Complaint and Jury Demand in Jefferson County District Court Case No. 2023CV30558 – Batton, David et al. v. Remington Homes at Candelas LLC et al.:** Attorney Becher reviewed the Plaintiff's Complaint and Jury Demand with the Board. Following review and discussion, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board acknowledged receipt of Plaintiffs' Complaint and Jury Demand in Jefferson County District Court Case No. 2023CV30558 – Batton, David et al. v. Remington Homes at Candelas LLC et al. (filed April 25, 2023), and acknowledged Cimarron Metropolitan District's Motion to Dismiss Plaintiffs' Complaint and Jury Demand for Lack of Subject Matter Jurisdiction (filed May 23, 2023).

Transfer of District legal files from Brownstein Hyatt Farber Schreck, LLP to GPMB, LLC, d/b/a Garnett Powell Maximon Barlow: Attorney Becher discussed the transfer of District legal files with the Board. Following discussion, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board authorized the

RECORD OF PROCEEDINGS

transfer of District legal files from Brownstein Hyatt Farber Schreck, LLP to GPMB, LLC, d/b/a Garnett Powell Maximon Barlow, and authorized the execution of Transfer Letter regarding same.

Engagement of GPMB, LLC, d/b/a Garnett Powell Maximon Barlow as Special Counsel and Execution of Retainer Letter. Authorization of Necessary Actions in Conjunction with the Transition of Legal Counsel from Brownstein Hyatt Farber Schreck, LLP to GPMB, LLC, d/b/a Garnett Powell Maximon Barlow: Attorney Becher discussed the engagement of GPMB, LLC with the Board. Following discussion, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved the engagement of GPMB, LLC, d/b/a Garnett Powell Maximon Barlow as special counsel and authorized the execution of the retainer letter, and authorized any necessary actions in conjunction with the transition of legal counsel from Brownstein Hyatt Farber Schreck, LLP to GPMB, LLC, d/b/a Garnett Powell Maximon Barlow.

Amendment or Replacement of July 21, 2022 Joint Defense and Common Interest Agreement between the District and Arvada Residential Partners, LLC relating to Engagement of GPMB, LLC, d/b/a Garnett Powell Maximon Barlow as Special Counsel: Attorney Becher discussed the amendment or replacement of the Joint Defense and Common Interest Agreement with the Board. Following discussion, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board approved the amendment or replacement of the July 21, 2022 Joint Defense and Common Interest Agreement between the District and Arvada Residential Partners, LLC relating to engagement of GPMB, LLC, d/b/a Garnett Powell Maximon Barlow as special counsel, subject to final review by legal counsel.

CAPITAL IMPROVEMENTS

There were no capital improvements items.

OTHER BUSINESS

There was no other business.

ADJOURNMENT

Upon a motion duly made by Director Mulvany, seconded by Director Vaughn and upon vote unanimously carried, the Board adjourned the meeting at 2:23 p.m.

Respectfully submitted,

Secretary for the Meeting

CIMARRON METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

APRIL 30, 2023

**CIMARRON METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
APRIL 30, 2023**

	General	Capital Projects	Total
ASSETS			
Cash - First Bank	\$ 28,594	\$ 3,901	\$ 32,495
Due from Vauxmont	68,476	-	68,476
TOTAL ASSETS	\$ 97,070	\$ 3,901	\$ 100,971
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts Payable	\$ 97,070	\$ 88,754	\$ 185,824
Retainage payable	-	4,281	4,281
Total Liabilities	97,070	93,035	190,105
FUND BALANCES			
Total Fund Balances	-	(89,134)	(89,134)
TOTAL LIABILITIES AND FUND BALANCES	\$ 97,070	\$ 3,901	\$ 100,971

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

**CIMARRON METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2023**

GENERAL FUND

	Annual Budget	Year to Date Actual	Variance
REVENUES			
Transfer from Vauxmont	\$ 486,000	\$ 168,437	\$ (317,563)
TOTAL REVENUES	486,000	168,437	(317,563)
EXPENDITURES			
Accounting	110,000	44,758	65,242
Audit	7,000	-	7,000
Insurance	40,000	58,444	(18,444)
District Management	100,000	24,564	75,436
Legal	140,000	27,095	112,905
Election expense	49,000	13,576	35,424
Transfers to Jefferson Center MD No. 2	40,000	-	40,000
TOTAL EXPENDITURES	486,000	168,437	317,563
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	\$ -	\$ -	\$ -

SUPPLEMENTARY INFORMATION

**CIMARRON METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE FOUR MONTHS ENDED APRIL 30, 2023**

CAPITAL PROJECTS FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
TOTAL REVENUES			
EXPENDITURES			
Accounting	8,000	2,715	5,285
Legal - Slope Failure	40,000	2,562	37,438
Slope failure	250,000	107,253	142,747
Capital outlay - District costs	-	21,540	(21,540)
TOTAL EXPENDITURES	<u>298,000</u>	<u>134,070</u>	<u>163,930</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(298,000)	(134,070)	163,930
OTHER FINANCING SOURCES (USES)			
Developer advance	298,000	124,253	(173,747)
TOTAL OTHER FINANCING SOURCES (USES)	<u>298,000</u>	<u>124,253</u>	<u>(173,747)</u>
NET CHANGE IN FUND BALANCES	-	(9,817)	(9,817)
FUND BALANCES - BEGINNING	-	(79,317)	(79,317)
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (89,134)</u>	<u>\$ (89,134)</u>

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

CIMARRON METROPOLITAN DISTRICT
Schedule of Cash Position
April 30, 2023
Updated as of June 13, 2023

	<u>General Fund</u>	<u>Capital Projects</u>	<u>Total</u>
First Bank - Operating Account			
Account# *****1659			
Balance as of 04/30/23	\$ 28,593.98	\$ 3,901.60	\$ 32,495.58
Subsequent activities:			
05/02/23 - Bill.com Payment	(27,482.25)	-	(27,482.25)
05/08/23 - Developer Advance No. 8	-	47,522.02	47,522.02
05/11/23 - Bill.com Payment	(4,859.14)	(47,522.02)	(52,381.16)
05/23/23 - Transfer from Vauxmont	59,755.78	-	59,755.78
06/06/23 - Bill.com payment	(30,575.06)	-	(30,575.06)
06/14/23 - Developer Advance No. 9	-	32,946.90	32,946.90
<i>Subtotal</i>	<u>25,433.31</u>	<u>36,848.50</u>	<u>62,281.81</u>
<i>Anticipated Developer Advance No. 10</i>	-	115,945.94	115,945.94
<i>Anticipated transfer from Vauxmont - AP Funding</i>	8,720.22	-	8,720.22
<i>Anticipated Bill.com payables (General Invoices)</i>	(34,153.53)	-	(34,153.53)
<i>Anticipated Bill.com payables (Capital Invoices)</i>	-	(152,794.44)	(152,794.44)
<i>Anticipated balance</i>	<u>-</u>	<u>-</u>	<u>-</u>
Anticipated cash on hand	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Services Provided

Cimarron Metropolitan District (District) was organized on June 29, 2004. The District exists as a quasi-municipal corporation and political subdivision of the State of Colorado under Title 32, Article 1 of the Colorado Revised Statutes, as amended (C.R.S.). The District, along with Jefferson Center Metropolitan District No. 1, Jefferson Center Metropolitan District No. 2, Vauxmont Metropolitan District, Mountain Shadows Metropolitan District, and Canyon Pines Metropolitan District (collectively, the "Districts") serve a service area which is located primarily in the City of Arvada, with some portions outside the City in unincorporated Jefferson County. The Districts were established to finance and construct water, sanitary and storm sewer, streets, limited fire protection services, park and recreation, safety protection, mosquito control, television relay and transmission and transportation facilities and services. Jefferson Center Metropolitan District No. 2 (the "Service District") is responsible for managing construction, operation and maintenance of certain regional improvements to benefit the service area as well as providing certain administrative services for the Districts. The District is responsible for providing certain funding needed to support the Service District's provision of services as well as providing for its own operations and maintenance and debt service.

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

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

Primary Revenues

Transfer from Vauxmont Metropolitan District

The District's primary revenue comes from tax revenues transferred from/by Vauxmont Metropolitan District (Vauxmont). Pursuant to a certain intergovernmental agreement entered into by the District and Vauxmont, the District will own, operate, maintain, and construct certain public improvements, and Vauxmont will contribute to the costs of construction, operation and maintenance of such public improvements. Vauxmont is obligated to pay the costs of providing such services from revenues generated from its operation and maintenance mill levy.

Developer Advance

A major portion of the capital expenditures are expected to be funded by the Developer. Developer advances are recorded as revenue for budget purposes with an obligation for future repayment when the District is financially able to reimburse the Developer from bond proceeds and other legally available revenue.

**CIMARRON METROPOLITAN DISTRICT
2023 BUDGET
SUMMARY OF SIGNIFICANT ASSUMPTIONS**

Primary Expenditures

General and Administrative

General and administrative expenditures include the estimated services necessary to maintain the District's administrative viability such as legal, accounting, management, insurance, and other miscellaneous expenses.

Capital Outlay

The District anticipates infrastructure improvements as noted in the Capital Projects fund.

Reserves

Emergency Reserve

Starting in 2022, the operating budget, with certain exceptions, was transferred to Vauxmont Metropolitan District (Vauxmont). The remaining administration costs in the District are being funded from transfers of tax revenues from Vauxmont. The emergency reserve, as required by TABOR, is provided in Vauxmont.

Cimarron Metropolitan District
Interim Check List
 May 2, 2023 - June 14, 2023

Check Date	Invoice Ref #	Vendor	Amount
5/2/2023	3569986	CliftonLarsonAllen LLP	\$ 1,017.98
5/2/2023	3597755	CliftonLarsonAllen LLP	1,404.64
5/2/2023	3645570	CliftonLarsonAllen LLP	4,701.03
5/2/2023	781BJuly21	McGeady Becher PC	19,901.55
5/2/2023	3645570	CliftonLarsonAllen LLP	434.50
5/2/2023	781BJuly21	McGeady Becher PC	22.55
5/11/2023	781BFeb23	McGeady Becher PC	3,558.20
5/11/2023	781BFeb23	McGeady Becher PC	1,300.94
6/6/2023	3647788	CliftonLarsonAllen LLP	5,252.76
6/6/2023	3723899	CliftonLarsonAllen LLP	693.30
6/6/2023	3723934	CliftonLarsonAllen LLP	4,331.47
6/6/2023	781BApr23	McGeady Becher PC	4,891.43
6/6/2023	781BMar23	McGeady Becher PC	13,764.69
6/6/2023	3647788	CliftonLarsonAllen LLP	120.00
6/6/2023	3723934	CliftonLarsonAllen LLP	450.00
6/6/2023	781BApr23	McGeady Becher PC	201.80
6/6/2023	781BMar23	McGeady Becher PC	869.61
General Fund Subtotal			\$ 62,916.45
5/11/2023	781BFeb23	McGeady Becher PC	\$ 1,036.25
5/11/2023	929535	Brownstein Hyatt Farber Schreck, LLP	31,479.33
5/11/2023	659585	CTL Thompson Inc.	2,582.50
5/11/2023	22518.C.11-00007	Martin Martin	390.00
5/11/2023	CMD-SLS-1064	Stewardship Land Services, Ltd.	3,500.00
5/11/2023	59919	Independent District Engineering Services	4,368.46
5/11/2023	CMD-SLS-1064	Stewardship Land Services, Ltd.	3,500.00
5/11/2023	8582	Storm Water Asset Protection, LLC	665.48
Capital Fund Subtotal			\$ 47,522.02
Check List Total			\$ 110,438.47

Check List Count = 25

Cimarron Metro District
Cash Requirement Report - Detailed

All Dates

Vendor	Invoice #	Date	Amount	Expense Account	Account Number
CliftonLarsonAllen LLP	3650316	2/28/2023	\$ 8,524.40	Accounting	107000
CliftonLarsonAllen LLP	3759367	4/30/2023	4,818.62	Accounting	107000
CliftonLarsonAllen LLP	3713324	3/31/2023	18,007.01	Accounting	107000
CliftonLarsonAllen LLP	3650316	2/28/2023	2,803.50	Accounting - CSID	107002
General Fund Subtotal			\$ 34,153.53		
CliftonLarsonAllen LLP	3650316	2/28/2023	1,176.00	Accounting	307000
CliftonLarsonAllen LLP	3759367	4/30/2023	381.45	Accounting	307000
CliftonLarsonAllen LLP	3713324	3/31/2023	123.75	Accounting	307000
Brownstein Hyatt Farber Schreck, LLP	938792	4/30/2023	13,383.88	Slope failure	307820
Brownstein Hyatt Farber Schreck, LLP	934573	4/1/2023	19,834.51	Slope failure	307820
Brownstein Hyatt Farber Schreck, LLP	935251	4/24/2023	1,050.00	Slope failure	307820
CTL Thompson Inc.	666610	5/31/2023	23,430.75	Slope failure	307820
Ground Engineering	233560.0 - 1	4/26/2023	1,520.00	Slope failure	307820
Independent District Engineering Services	59920	4/30/2023	2,777.64	Slope failure	307820
Independent District Engineering Services	59921	5/31/2023	15,468.75	Slope failure	307820
Martin Martin	22518.C.11-00008	4/1/2023	985.00	Slope failure	307820
Stewardship Land Services, Ltd.	1066	5/4/2023	6,000.00	Slope failure	307820
Stewardship Land Services, Ltd.	1067	6/5/2023	6,000.00	Slope failure	307820
Jefferson Center Metropolitan District No.1	Reim Request	6/11/2023	58,662.71	Capital outlay	307861
Stewardship Land Services, Ltd.	1066	5/4/2023	1,000.00	Capital outlay	307861
Stewardship Land Services, Ltd.	1067	6/5/2023	1,000.00	Capital outlay	307861
Capital Projects Fund Subtotal			\$ 152,794.44		
Total			\$ 186,947.97		

CHANGE ORDER

Change Order No: 1	Date Issued: 6/5/2023
Name of Agreement: Tract A6 Slope Stability Support Services	
Date of Agreement: 08/22/2022	District(s): Cimarron Metropolitan District
Other Party/Parties: Martin / Martin, Inc.	

CHANGE IN SCOPE OF SERVICES (describe):

Additional civil engineering support services for efforts to stabilize the slope in Tract A6, Candelas Filing 1. CTL Thompson has provided a slope stability analysis report with Project No. DN51,452-145-L2. Aztec Consultants is providing survey services. Martin/Martin, Inc. has been asked to provide the following services:

A. Construction Documents: Coordinate with Geotechnical engineers to prepare construction documents for regrading the slope in Tract A6 and providing additional drains. Work with City of Arvada for approval of plans.

B. Construction Assistance: Provide assistance during construction as needed.

CHANGE IN AGREEMENT PRICE:	CHANGE IN TERM OF AGREEMENT:
Original Price: \$20,000.00	Original Term: Upon Satisfactory Completion of the Services
Increase of this Change Order: \$30,000.00	New Term: Upon Satisfactory Completion of the Services
Price with all Approved Change Orders: \$50,000.00	Agreement Time with all Approved Change Orders:

APPROVED:

Brian Daly

By: _____

District

APPROVED:

Paul A. Lantz

By: _____

Consultant

June 5, 2023

Brian Daly
Cimarron Metropolitan District
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Job Title: Tract A6 Slope Stability Support Services
Sub Job Title: Candelas Filing No. 1

Proposal

All provisions of the referenced Agreement and/or Agreement For Professional Services shall remain in full force and effect as modified herein.

Re: Original Agreement and/or Agreement For Professional Services by and between Martin/Martin, Inc. and Cimarron Metropolitan District, dated August 22, 2022.

Additional Services were determined from ongoing correspondence with Brian Daly.

I. ADDITIONAL SERVICES

The following proposal is for providing civil engineering support services for efforts to stabilize the slope in Tract A6, Candelas Filing 1. CTL Thompson has provided a slope stability analysis report with Project No. DN51,452-145-L2. Aztec Consultants is providing survey services. Martin/Martin, Inc. has been asked to provide the following services:

- A. **Construction Documents:** Coordinate with Geotechnical engineers to prepare construction documents for regrading the slope in Tract A6 and providing additional drains. Work with City of Arvada for approval of plans.
- B. **Construction Assistance:** Provide assistance during construction as needed.

II. COMPENSATION

All services will be provided on an hourly basis, at the rates and charges listed below, not to exceed a total fee of **\$30,000**.

III. LABOR RATES

Principal	\$250 per hour	Sr. Designer.....	\$160 per hour
Bridge Design Manager.....	\$235 per hour	Designer.....	\$140 per hour
Associate	\$215 per hour	Technician III.....	\$125 per hour
Sr. Façade Access Consultant....	\$200 per hour	Technician II.....	\$115 per hour
Sr. Bldg. Envelope Specialist	\$200 per hour	Technician I.....	\$105 per hour
Sr. Project Engineer.....	\$195 per hour	Sr. Construction Services Rep ...	\$160 per hour
Project Engineer.....	\$160 per hour	Intern	\$85 per hour
Project Manager	\$160 per hour	Project Coordinator	\$100 per hour
Bldg. Envelope Specialist	\$155 per hour	Administrative Assistant.....	\$90 per hour
Professional Engineer	\$145 per hour	Survey Crew (two-man).....	\$245 per hour
Bldg. Envelope Consultant	\$135 per hour	Survey Crew (one-man)	\$165 per hour
Engineer EIT II	\$130 per hour	Professional Land Surveyor	\$150 per hour
Engineer EIT I	\$120 per hour	Survey Technician I	\$105 per hour

Rates for personnel above are subject to change each year.

IV. REIMBURSABLE EXPENSES

Non-Labor expenses are in addition to the fee at 1.1 times the amount billed to Martin/Martin, Inc.

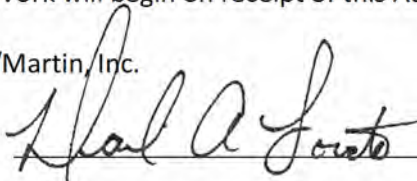
V. ACCEPTANCE AND AUTHORITY

Work will begin on receipt of this Authorization.

Martin/Martin, Inc.

“Client”: Cimarron Metropolitan District

By:



By:

Name: David A. Lovato, PE

Name: Brian Daly

Title: Principal





Title: _____

PE: Colorado PE: 32137

Client Project No.: _____

Title	Cimarron MD - Martin / Martin - Change Order No. 1 (slope...
File name	01083357.PDF
Document ID	a303a99a5ac3c9acff8caea15eebe7f8c20ca901
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History

 SENT	06 / 12 / 2023 19:44:25 UTC	Sent for signature to Brian Daly (bdaly@mylandsteward.com) from ljacoby@specialdistrictlaw.com IP: 50.220.120.106
 VIEWED	06 / 12 / 2023 21:02:56 UTC	Viewed by Brian Daly (bdaly@mylandsteward.com) IP: 209.212.54.22
 SIGNED	06 / 12 / 2023 21:03:21 UTC	Signed by Brian Daly (bdaly@mylandsteward.com) IP: 209.212.54.22
 COMPLETED	06 / 12 / 2023 21:03:21 UTC	The document has been completed.

SERVICE AGREEMENT FOR ENGINEERING SERVICES

THIS SERVICE AGREEMENT FOR ENGINEERING SERVICES (“**Agreement**”) is entered into and effective as of the 20th day of June, 2023, by and between **CIMARRON METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **GROUND ENGINEERING CONSULTANTS, INC.**, a Colorado corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

C. The Consultant has experience in providing the services, 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 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. 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 material basis, with a total contract amount not to exceed Twenty Thousand Dollars (\$20,000.00)**, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

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

2.3 Expenses. The Consultant is responsible for all expenses it incurs in performance of this Agreement and shall not be entitled to any reimbursement or compensation except as set forth in **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 and hold the District and its affiliated entities or other persons or entities designated by the District, and their respective directors, trustees, officers, members, managers, agents and employees (collectively, the “**Indemnitees**”), harmless from any and all liability for damage, including, but not limited to, the reimbursement of attorneys’ fees and costs, arising out of death or bodily injury to persons or damage to property, in such amount that is represented by the degree or percentage of negligence or fault attributable to the Consultant and/or its agents, representatives, subcontractors, or suppliers.

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

(a) Liability Insurance Coverage.

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

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

Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Consultant's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.

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

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

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

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

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

V. MISCELLANEOUS

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

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

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

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

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

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

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

5.8 Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via 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: Cimarron Metropolitan District
CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111
Phone: (303) 779-5710
Email: lisa.johnson@CLAconnect.com
Attn: Lisa Johnson

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: Ground Engineering Consultants, Inc.
41 Inverness Drive East
Englewood, CO 80112
Phone: (303) 289-1989
Email: _____
Attn: Carl Henderson, PE

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]

EXHIBIT A SCOPE OF SERVICES

Based on the provided information and our experience on similar projects, we propose the following:

- (1) Review the provided project plans and available geotechnical information, and make necessary assumptions for design. GROUND's scope excludes checking the accuracy or constructability of the plans and information prepared by others.
- (2) Perform preliminary engineering of the retaining wall to assist in the development of project plans.
- (3) Perform gravity retaining wall design calculations in general accordance with the ASD methodology and project requirements.
- (4) Develop retaining wall plans, wall elevations, typical wall sections, and typical details based on the provided information and analysis results.
- (5) Prepare a report presenting the retaining wall drawings and engineering calculations. Retaining wall design and report preparation will be conducted by or under the supervision of a registered professional engineer.
- (6) Attend project coordination meetings as requested.

EXHIBIT B COMPENSATION

Services to be performed with a total contract amount not to exceed Twenty Thousand Dollars (\$20,000.00).

Fees and Terms

Based on the proposed scope of services outlined above, we propose a unit fee of **\$2.00 per square foot** of the final drawing wall face area to complete the design work. Additionally, we propose a total of **\$1,520** at \$190 per hour for the meetings that we have attended to date.

In the event that services are required above and beyond the scope of services described above, **such as attending meetings, design revisions due to factors arisen by others, site visits, and post-report engineering support and consultations**, we propose our fees for the additional services be at \$190 per hour for a Senior Project Manager and \$225 per hour for a Principal Engineer and in accordance with the hourly rates and unit costs presented in the attached "*Fee Schedule*." The additional services will be performed after either verbal or written authorization from the Client. The terms under which our work will be performed are outlined on the attached "*General Conditions*," which contains the limitation of our liability.

**EXHIBIT C
FORM OF CHANGE ORDER**

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

CHANGE IN SCOPE OF SERVICES (describe):

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

APPROVED:

By: _____

District

APPROVED:

By: _____

Consultant

CIMARRON METRO DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement for Candelas

AGREEMENT NO. AZ - 01 **AGREEMENT DATE** 2/9/2011 **TASK ORDER NO.** 18

CONSULTANT Aztec Consultants, Inc

TASK ORDER REFERENCE: Task Order 18 Submittal

TASK ORDER NAME: Candelas Slope Failure Repairs

METRO DISTRICT PROJECT ENGINEER: IDES LLC Brandon Collins

BASIS OF COMPENSATION: NTE contract amount of \$10,000 for Survey Slope Failure Repairs

SCHEDULE: As required – Storm Sewer, Drains, Walls

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 2,122,747.00

Task Order Price – Task Order No. 18 \$ 10,000.00

Total of Agreement Prices including this Task Order \$ 2,132,747.00

AGREEMENT TERMS AND CONDITIONS

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

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

APPROVALS REQUIRED:

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

Recommended by Brandon Collins, PE Date 5/23/23

Approved by Approved, Brian Daly Date _____

The undersigned agrees to the above terms and conditions:

AZTEC CONSULTANTS

Consultant

[Signature]

Authorized Agent

6/8/23

Date

PROJECT MANAGER

Title

CIMARRON METRO DISTRICT

Board Meeting Project Status

June 20, 2023



Project Work

General

- Coordination with CDI and Powell for the general repairs and cleanup related to City and State Stormwater Permits including small area stabilization. Small area stabilization was done Fall 2022. All areas will need to be irrigated through the spring and summer to promote germination and growth and is necessary for City and State Stormwater permit closure. An exhibit of these areas was provided to EDI for reference.
- SWAP will continue monthly inspections to comply with permit requirements until the City of Arvada approves permit closure. Permit closure requires tract and open space stabilization. City inspector will conduct an inspection June 2023.
- Foxtail pond and Yucca pond well screen modifications have been approved by the City of Arvada. Modification proposal was approved by the Board in a previous meeting. The ponds need to be drained down for this work. Sandbags used to block the pond outlets for the work were approved from the O&M budget. The pond maintenance contract was renewed to begin spring 2023 with EDI. Snow melt and lack of maintenance has caused the ponds to fill to an approximate depth of 3'. IDES is working with West Construction on the use of sandbags to block the outlet for the grate installations. Grates are currently being fabricated and installation is scheduled for completion before the end of August 2023.
- IDES is monitoring the Tripoint retaining wall redesign and installation to ensure they meet the community standard and are approved by the City of Arvada. Walls are determined to be in areas that will be owned and maintained by the HOA. IDES will monitor the installation of the wall adjacent to the monument tract to ensure any damage to the tract area is adequately repaired. Completion was scheduled for June 10th. Construction is delayed due to the weather.
- IDES monitors the erosion control, good housekeeping and drainage at the KB site and is communicating with City staff regularly. An infrastructure acceptance requirement document was sent to CMD legal to identify KB Homes required activities and documents prior to District

acceptance of the tract areas and associated improvements to ensure landscape and drainage issues are addressed prior to the District accepting responsibility of the areas. Improvements have not been completed to date.

- IDES is working on acquiring bids to complete the relocation of the mailbox kiosks near the slope failure area. Once plans are final, bids will be requested to complete the grading, storm sewer and retaining walls. The District tract near the Rocky Flats South Entrance parking lot is potentially the new location for the mailbox kiosk. The completion schedule has not been determined yet.

Construction Contracts

District Contract Change Orders

None

Consultant/Vendor Agreements & Task Orders

Consultant/Vendor Agreements, Change Orders & Task Orders

- Ground Engineering – Service Agreement, Slope Failure Retaining Wall Design and Support Services. \$20,000.00
- CTL Thompson – Task Order #24, Retaining Wall & Slope Failure Testing, Coordination & Observation. \$60,000.00
- Aztec – Task Order #18, Survey Slope Failure Repairs. \$10,000.00
- IDES – Task Order #10, Kiosk Relocation and Slope Failure repairs. \$45,000.00
- Martin & Martin – Change Order #1, Tract A6 Slope Stability Support Services. \$30,000.00

CIMARRON METRO DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement – Candelas
 AGREEMENT NO. CTL 01 AGREEMENT DATE 9/22/14 TASK ORDER NO. 24
 CONSULTANT CTL Thompson

TASK ORDER REFERENCE: Task Order 24 Submittal
 TASK ORDER NAME: Geotechnical for Filing 1 Retaining Wall/Slope Failure Testing, observation, and Coordination

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

BASIS OF COMPENSATION: Task order amount covers overage from TO 23 and includes a NTE contract amount of \$ 20,000 for services

SCHEDULE: As construction requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$ 1,607,728.00
Task Order Price – Task Order No. <u>24</u>	\$ 60,000.00
Total of Agreement Prices including this Task Order	\$ 1,667,728.00

AGREEMENT TERMS AND CONDITIONS

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

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

APPROVALS REQUIRED:

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

Recommended by Brandon Collins, PE Date 5/23/23
 Approved by Approved, Brian Daly Date 6/1/23

The undersigned agrees to the above terms and conditions:

CTL Thompson - Shawn Fitzhugh
 Consultant

 Authorized Agent

6-1-23
 Date
VP
 Title

CIMARRON METRO DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement for District Oversight Services

AGREEMENT NO. _____ **AGREEMENT DATE** 9/15/2010 **TASK ORDER NO.** 10

CONSULTANT IDES, LLC

TASK ORDER REFERENCE: Task Order 10 Submittal (attached)

TASK ORDER NAME: Filing 1 Kiosk Relocation and Slope Failure Repairs

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

BASIS OF COMPENSATION: Attached Proposal

SCHEDULE: As Construction Requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 3,109,721.35

Task Order Price – Task Order No. 10 \$ 45,000.00

Total of Agreement Prices including this Task Order \$ 3,154,721.35

AGREEMENT TERMS AND CONDITIONS

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

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

APPROVALS REQUIRED:

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

Recommended by *Brandon Collins, PE* Date 4/27/23

Approved by *Brian Daly* Date 4/27/23

The undersigned agrees to the above terms and conditions:

Consultant

Date

Authorized Agent

Vice President

Title



April 21, 2023

Cimarron Metropolitan District
C/O Brian Daly
10184 Park Meadows Drive, Unit 1320
Lone Tree, CO 80124

RE: IDES Task Order Ten (10) Proposal for District Services for Filing 1 Mailbox Kiosk Relocation and Slope Failure Repairs.

Brian,

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide District Services (Services) for the Cimarron Metropolitan District (District) for the Filing 1 Mailbox Kiosk Relocation and Slope Failure Repairs (Project).

The below listed items are a summary of the work that IDES is expected to provide for the District through this Task Order. Billings will be based on the actual hours worked each month and will vary due to project requirements and schedule as the project progresses. Additional items requested or identified in 2023 will be billed via additional Task Order and shall be paid at the hourly rates as identified at that time.

Total estimated cost for District Engineering services from April 2023 through September 30, 2023, are estimated to be \$45,000.

GENERAL COMPREHENSIVE SCOPE OF SERVICES / T&M BUDGET

Bidding and Contract Documents - \$10,000

IDES will provide contractor bidding services including advertising, Contractor notification, reviewing of AIA forms, and recommendation of qualified contractors. Prior to the bid IDES will review the plans and make recommendations as necessary. IDES will conduct the Bid Process which includes development of the Bid Documents, Bid Addendums, Bidders Scope Tabulation and Pay Item Specifications, answer questions, conduct a Pre-Bid Conference and a Bid Opening. IDES will review the schedules submitted with the bid and provide Bid Comparisons and make a recommendation to the Board for Contractor Selection. IDES will manage the unit prices and alternates as part of putting together the final contract for the project.

Construction Administration – \$10,000

IDES will prepare standardized Agreements for Construction Contracts, Contractor forms including Change Orders, RFI, Submittals, Pay Certifications, and other miscellaneous forms for use by all contractors involved with the District. IDES will provide construction administration activities, including contractor preconstruction efforts, partial pay request processing, manage contractor submittal process, change order review, permit management, project close-out, claim reviews, and other tasks as necessary to provide project documentation. IDES will prepare consultant Task Orders for review and approval by the District and provide support services for the progress and completion of Consultants Services. IDES will process invoicing from consultants and make recommendations to the District for payment.

Construction and Contractor Coordination - \$10,000

IDES will provide construction coordination activities including project coordination with stakeholders, monitor project scheduling, jurisdictional coordination for project acceptance and other activities necessary to provide coordination between multiple contractors. IDES will establish scope and expectations for third party testing

requirements and manage the chosen consultant through construction and acceptance. IDES will provide construction observation for compliance with the Contract Documents for all phases of construction activities. It is anticipated Construction Observation will be required three times a week for the duration of each and all construction contracts.

Meetings and Project Closeout - 9,000

IDES will participate in Project Meetings as necessary or requested. Meetings shall include monthly District Board Meetings, jurisdiction coordination meetings, pre-construction meetings, and weekly construction progress meetings. IDES will provide weekly updated meeting agendas to track the status of contractor, consultant and jurisdictional issues. IDES will observe the final product and require testing reports, others inspection reports, permit close outs, designer certifications and other documentation as needed to ensure the project has been completed to the satisfaction of the District.

District Invoice Tracking and Expenditure Verification - \$5,000

IDES will provide monthly invoice summaries for all project expenditures, prepare and submit reimbursement requests as required by escrow agreements and review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the improvements.

Reimbursable Expenses - \$1,000

Reimbursable expenses will include mileage, permit fees, and any other non-labor items.

Exclusions and Miscellaneous –

1. IDES can provide additional Services as directed by the Board, subject to the Charge Rate Schedule.
2. Observation required more than three visits weekly during construction shall be considered additional.
3. Other meetings with Project Stakeholders as required or requested and not listed above shall be considered additional.
4. Work related to unanticipated delays, re-engineering or circumstances which require rebidding of any project elements shall be considered additional.

FEE

IDES proposes to perform services on a time and material basis in accordance with the Charge Rate Schedule attached. A firm estimate of the services cannot be provided at this time as cost can vary depending on the final scope determined.

Fee estimates for District Engineering services may vary from consultant to consultant and should only be used as an estimate to assist in budgeting. The accuracy of our fee estimate can be affected by the completeness of the information provided by the District and Developer. This fee estimate can be impacted by

- constructability of plans,
- completeness of agreements,
- delayed construction,
- excessive change order requests,
- low quality construction,
- completeness of invoices and evidence of payment (completeness, readability, quantities and unit costs included, quantity, lack of duplicates, and evidence of payment easily ties to invoice),
- responsiveness of District and Developer

We will provide services to the District as requested and bill only for the actual time required to complete the services. We will bill using the unit rates provided. Our unit rates are subject to change on an annual basis.

2023 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.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

Project Administrator	\$ 115.00 per hour
Contract Administrator	\$ 130.00 per hour
Senior Contract Administrator	\$ 145.00 per hour
Project Engineer	\$ 140.00 per hour
Project Engineer II	\$ 150.00 per hour
Technical Specialist	\$ 140.00 per hour
Senior Technical Specialist	\$ 165.00 per hour
Project Manager	\$ 155.00 per hour
Project Manager II	\$ 165.00 per hour
Construction Manager	\$ 165.00 per hour
Construction Manager II	\$ 175.00 per hour
Professional Engineer	\$ 175.00 per hour
Senior Project Manager	\$ 180.00 per hour
Senior Construction Manager	\$ 195.00 per hour
District Engineer	\$ 190.00 per hour
Director	\$ 200.00 per hour
Principal	\$ 225.00 per hour

Reimbursable Expenses

Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Sincerely,

Tanna Boisvert

Tanna Boisvert, CSM
Independent District Engineering Services



1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Cimarron Metro District Verification of District Expenditures For June 2023

June 9, 2023

Cimarron Metropolitan District
 Attn: Board of Directors
 400 East Simpson Street, Suite 200
 Lafayette, CO 80026

DISTRICT ENGINEER'S VERIFICATION OF IMPROVEMENTS AND EXPENDITURES PAID BY THE CIMARRON METROPOLITAN DISTRICT

VERIFICATION FOR JUNE 2023

INTRODUCTION

Independent District Engineering Services, LLC (Engineer) was hired by the Cimarron Metropolitan District (District) to provide verification of expenditures of the District related to District contracts associated with improvements and services (District Expenditures) for the Candelas Development located in the City of Arvada, Colorado (Project). Some of the District contracts included expenditures for both District-eligible and non-eligible improvements and services. This document summarizes the engineer's approach and findings for such expenditures.

ACTIVITIES CONDUCTED

To provide verification of all District Expenditures, a review of the relevant District contracts, invoices and pay applications submitted to the District was performed. These were invoices and pay applications submitted to the District and run through the District invoice process. Some of the expenditures were for improvements and services eligible as public expenditures (District Eligible Expenses) and some of the District Expenditures were for improvements and services that are not eligible as public expenditures (Non-Eligible Expenses). A summary was created for District Expenditures, including both District Eligible and Non-Eligible Expenses, and attached as Attachment A.

DISCUSSION

Review of District Documents and Agreements

The District Service Plan and the Facilities Funding and Acquisition Agreement between the District and Arvada Residential Partners (Developer) were reviewed to confirm District-eligible improvements and services (District Eligible Improvements). The construction contracts of the District were bid, reviewed, negotiated and awarded through the District under the recommendation of the District Engineer (Construction Contracts). The construction consultant agreements were negotiated and awarded through the District under the recommendation of the District Engineer (Construction Services Agreements). Support consultant agreements have been negotiated and awarded through the District (Service Agreements).

Review of Expenditures

Construction Contracts and Construction Services Agreements

The pay applications and invoices associated with Construction Contracts and Construction Service Agreements are submitted to and reviewed by the District Engineer. The District Engineer also provided site observations to verify that the work being billed for has been completed. Some of the invoices and pay applications contained work that was for District Eligible Improvements as well as improvements and services that are not District Eligible Improvements. The expenditures were allocated between District Eligible Expenses and Non-Eligible Expenses by percentage area, by the type of work being done or by the item being constructed. These allocations are verified to be in accordance with the Service Plan for District Eligible Expenses. These expenditures are shown in Attachment A.



Service Agreements

Invoices for Service Agreements are submitted directly to the District for approval. These invoices were reviewed by District Engineer to provide a recommendation for verification and allocation of District Eligible Expenses and Non-Eligible Expenses. These expenditures are shown in Attachment A.

Classification of Expenditures

District Expenditures consisted of amounts paid by the District pursuant to Construction Contracts, Construction Service Agreements and Service Agreements evidenced by pay applications and invoices.

Construction Contract expenditures include improvements such as, but not limited to, landscaping, irrigation, fencing, earthwork, erosion control, utilities, concrete, water tank, and pump stations.

Construction Service Agreement expenditures are for the consultants that support the construction such as, but not limited to, survey, storm water inspection, materials testing, design engineer support, district engineer, postings and maintenance, and plan reproductions.

Service Agreement expenditures are for consultants that support the District such as, but not limited to, legal counsel, District management, accounting, planning, publications, and miscellaneous fees.

Attachments

Attachment A shows all the District Expenditures submitted to the District. This shows the allocation of District Expenditures between verified District Eligible Expenses and Non-Eligible Expenses. Attachment B shows the Expenditures by category.

SUMMARY AND RECOMMENDATION

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

1. In our professional opinion, the District Expenditures were reviewed and found to be reasonable and comparable to other similar projects in the Denver metropolitan area. O&M Expenditures were not reviewed by the Engineer.
2. At this time and based upon the information provided, we find **\$119,466.09** of the District Expenditures were appropriately classified as District Eligible Expenses. This includes reconciliations as stated on Attachment A for McGeady Becher PC.
3. At this time and based upon the information provided, we find **\$0.00** of the District Expenditures were appropriately classified as Non-Eligible Expenses.

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

Respectfully Submitted,
Independent District Engineering Services, LLC

Brandon Collins, PE

Brandon Collins, PE
Attachments



Attachments A and B District Expenditures

**Cimarron Metropolitan District
June 2023 Expenditures**

Vendor	Invoice ID	Invoice Date	Description	Invoiced Amount	District Expenditures	Non Eligible Expenses
Brownstein Hyatt Farber Schreck, LLP	CMD-BRO-938792	5/18/23	Warranty Dispute (Inv. #938792)	\$13,383.88	\$13,383.88	\$0.00
CTL Thompson	CMD-CTL666610	5/31/23	Slope Stability (Inv. #666610)	\$23,430.75	\$23,430.75	\$0.00
Ground Engineering	CMD-Ground Eng-20230522012948	5/22/23	Slope Stability (Inv. #233560-0-1)	\$1,520.00	\$1,520.00	\$0.00
Jefferson Center Metro District #1	20230524 JCMD1 CMD Reimb Req 4	5/24/23	Traffic Signal Reimb (Inv. #20230524 JCMD1 CMD Reimb Req 4)	\$58,862.71	\$58,862.71	\$0.00
IDES LLC	2023-06 CMD IDES Inv	5/31/23	District Engineering (Inv. #058921)	\$15,468.75	\$15,468.75	\$0.00
Stewardship Land Services, Ltd.	CMD-SLS1067	6/5/23	Monthly PM Services (Inv. #1067)	\$7,000.00	\$7,000.00	\$0.00
Subtotal Expenditures				\$119,466.09	\$119,466.09	\$0.00

From Attachment A of Facilities Acquisition

Vendor	Invoice ID	Invoice Date	Description	Invoiced Amount	District Expenditures	Non Eligible Expenses
None				\$0.00	\$0.00	\$0.00
Subtotal Facilities Acquisition				\$0.00	\$0.00	\$0.00

Total

\$119,466.09 \$119,466.09 \$0.00

Summary of Previous Expenditures

Description	Invoiced Amount	District Portion	Developer Portion
April 2011 - December 2011	\$10,018,871.58	\$7,891,561.78	\$2,127,309.82
January 2012 - December 2012	\$21,070,722.59	\$18,827,767.00	\$2,242,964.61
January 2013 - December 2013	\$24,812,705.10	\$22,247,147.66	\$2,565,557.44
January 2014 - December 2014	\$12,000,207.76	\$11,452,897.46	\$547,310.30
January 2015	\$817,583.99	\$731,572.15	\$86,011.84
Discrepancies Revisions	\$9,482.69	\$9,482.69	\$0.00
February 2015	\$768,813.61	\$748,465.23	\$20,348.38
March 2015	\$761,559.31	\$724,558.19	\$39,080.95
April 2015	\$695,031.32	\$598,795.42	\$96,235.90
May 2015	\$1,289,783.13	\$1,211,873.38	\$77,909.75
June 2015	\$720,254.64	\$702,501.71	\$17,752.93
July 2015	\$1,410,328.33	\$1,228,705.19	\$181,623.14
August 2015	\$1,315,918.10	\$1,250,175.96	\$65,742.14
September 2015	\$1,721,087.41	\$1,614,606.50	\$106,480.91
October 2015	\$1,269,621.35	\$1,206,327.14	\$63,294.21
November 2015	\$780,300.14	\$713,889.71	\$66,410.43
December 2015	\$756,598.28	\$680,365.55	\$76,232.73
January 2016	\$600,728.98	\$580,315.95	\$20,413.03
February 2016	\$570,728.96	\$562,281.06	\$8,076.52
March 2016	\$1,213,309.14	\$1,153,979.74	\$59,329.40
April 2016	\$1,434,299.11	\$1,347,357.20	\$86,941.91
May 2016	\$1,053,203.00	\$1,017,759.38	\$35,443.62
June 2016	\$1,358,821.77	\$1,357,524.27	\$1,297.50
July 2016	\$1,734,107.82	\$1,729,615.31	\$4,492.51
August 2016	\$1,581,590.58	\$1,575,895.57	\$5,695.01
September 2016	\$1,045,381.30	\$1,018,494.69	\$26,886.62
October 2016	\$921,020.12	\$919,932.61	\$1,087.51
November 2016	\$979,287.13	\$963,336.63	\$15,950.50
December 2016	\$362,198.78	\$354,589.77	\$7,609.01
January 2017	\$481,301.45	\$479,295.94	\$2,005.51
February 2017	\$357,790.30	\$357,790.30	\$0.00
March 2017	\$407,004.87	\$403,102.37	\$3,902.50
April 2017	\$297,364.74	\$292,531.74	\$4,833.00
May 2017	\$855,818.15	\$779,616.65	\$76,201.50
June 2017	\$311,745.83	\$308,023.33	\$3,722.50
July 2017	\$655,654.61	\$650,351.61	\$5,303.00
August 2017	\$468,181.46	\$462,258.96	\$5,922.50
September 2017	\$672,495.96	\$671,363.45	\$1,132.51
October 2017	\$555,341.55	\$553,824.04	\$1,517.51
November 2017	\$888,520.58	\$801,458.31	\$87,062.27
December 2017	\$1,419,105.61	\$1,279,990.58	\$139,115.03
January 2018	\$1,452,290.58	\$1,145,290.77	\$307,051.81
February 2018	\$1,204,019.62	\$1,062,808.59	\$141,211.03
March 2018	\$1,296,711.15	\$1,284,028.86	\$12,682.29
April 2018	\$1,805,810.62	\$1,761,234.91	\$44,575.71
May 2018	\$590,331.09	\$499,052.97	\$91,278.12
June 2018	\$1,243,153.54	\$1,159,638.12	\$83,515.42
July 2018	\$858,076.94	\$855,413.94	\$2,663.00
August 2018	\$1,137,495.17	\$1,134,539.17	\$2,956.00
September 2018	\$662,890.06	\$662,430.06	\$460.00
October 2018	\$417,140.89	\$411,100.89	\$6,040.00
November 2018	\$613,014.70	\$606,240.16	\$6,774.54
December 2018	\$280,709.08	\$278,624.08	\$2,085.00
January 2019	\$283,146.40	\$282,486.40	\$660.00
February-March 2019	\$784,290.81	\$716,820.50	\$47,470.41
April-May 2019	\$550,759.42	\$549,284.42	\$1,475.00
June-July 2019	\$332,574.02	\$328,949.04	\$3,624.98
August-September 2019	\$405,944.69	\$405,944.69	\$0.00
October-November 2019	\$181,170.29	\$181,170.29	\$0.00
December 2019-January 2020	\$87,020.64	\$87,020.64	\$0.00
February-March 2020	\$90,414.03	\$90,414.03	\$0.00
April-May 2020	\$185,887.25	\$185,887.25	\$0.00
June-July 2020	\$113,863.62	\$113,863.62	\$0.00
August-September 2020	\$95,615.31	\$95,615.31	\$0.00
October-November 2020	\$395,522.74	\$395,522.74	\$0.00
December 2020-January 2021	\$139,950.99	\$139,950.99	\$0.00
February-March 2021	\$100,248.06	\$100,248.06	\$0.00
April 2021	\$49,543.21	\$49,543.21	\$0.00
May 2021	\$24,462.20	\$24,462.20	\$0.00
June 2021	\$25,481.56	\$25,481.56	\$0.00
July 2021	\$28,339.82	\$28,339.82	\$0.00
August 2021	\$50,571.05	\$50,571.05	\$0.00
September 2021	\$86,109.22	\$86,109.22	\$0.00
October 2021	\$62,010.33	\$62,010.33	\$0.00
November 2021	\$160,983.72	\$160,983.72	\$0.00
December 2021	\$109,144.42	\$109,144.42	\$0.00
January 2022	\$20,769.74	\$20,769.74	\$0.00
February 2022	\$51,256.30	\$51,256.30	\$0.00
March 2022	\$26,051.58	\$26,051.58	\$0.00
April 2022	\$18,980.79	\$18,980.79	\$0.00
May 2022	\$34,138.10	\$34,138.10	\$0.00
June 2022	\$136,313.62	\$136,313.62	\$0.00
July 2022	\$105,454.30	\$105,454.30	\$0.00
August 2022	\$175,025.57	\$175,025.57	\$0.00
September 2022	\$349,203.96	\$349,203.96	\$0.00
October 2022	\$46,339.07	\$46,339.07	\$0.00
November 2022	\$96,386.67	\$96,386.67	\$0.00
December 2022	\$81,809.10	\$81,809.10	\$0.00
January 2023	\$40,600.82	\$40,600.82	\$0.00
February 2023	\$40,989.15	\$40,989.15	\$0.00
March 2023	\$28,618.60	\$28,618.60	\$0.00
April 2023	\$46,485.77	\$46,485.77	\$0.00
May 2023	\$31,647.15	\$31,647.15	\$0.00
June 2023 (Current)	\$119,466.09	\$119,466.09	\$0.00
Total	\$117,759,119.45	\$108,002,297.22	\$9,782,758.34

Attachment B

Cimarron Metropolitan District June 2023 Expenditures By Category

Category	District Expenditures	Non Eligible Expenses
Construction		
313263 SW Management	\$0.00	\$0.00
313272 Overlot Grading	\$0.00	\$0.00
333305 Over-Ex	\$0.00	\$0.00
343415 Concrete	\$0.00	\$0.00
343420 Paving	\$0.00	\$0.00
343460 Traffic Signalization	\$58,662.71	\$0.00
363610 Water	\$0.00	\$0.00
363642 Water Service Res	\$0.00	\$0.00
363644 Water Service LS	\$0.00	\$0.00
414110 Sewer Trunk	\$0.00	\$0.00
414122 Underdrains	\$0.00	\$0.00
414124 SS Services	\$0.00	\$0.00
434310 Storm Drainage	\$0.00	\$0.00
454510 Electric	\$0.00	\$0.00
454520 Gas	\$0.00	\$0.00
454554 Electric	\$0.00	\$0.00
515115 Landscaping	\$0.00	\$0.00
515125 Sleeving	\$0.00	\$0.00
515150 Landscape	\$0.00	\$0.00
535310 Rec Center	\$0.00	\$0.00
919100	\$0.00	\$0.00
999990 Misc	\$0.00	\$0.00
999999 Retainage	\$0.00	\$0.00
Subtotal Construction	\$58,662.71	\$0.00
Consulting		
212120 Bonding	\$0.00	\$0.00
222210	\$0.00	\$0.00
222220 Planning/Engineering	\$15,468.75	\$0.00
222230 Slope Stability	\$0.00	\$0.00
222240 Testing	\$0.00	\$0.00
222250 Survey	\$0.00	\$0.00
222320 Architecture	\$0.00	\$0.00
222330	\$24,950.75	\$0.00
252500	\$13,383.88	\$0.00
252510 Legal	\$0.00	\$0.00
252580 Professional	\$0.00	\$0.00
260000 District Amenities	\$0.00	\$0.00
31000	\$0.00	\$0.00
313263 SW Management	\$0.00	\$0.00
717145 Project Management	\$7,000.00	\$0.00
717150 Accounting	\$0.00	\$0.00
999990 Misc	\$0.00	\$0.00
Subtotal Consulting	\$60,803.38	\$0.00
Subtotal Capital	\$119,466.09	\$0.00