

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, November 21, 2023
TIME: 3:30 p.m.
LOCATION: Candelas Parkview Swim and Fitness Club
19865 W. 94th Avenue
Arvada, CO 80007

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

URL:
https://teams.microsoft.com/l/meetup-join/19%3ameeting_N2MxNzY5ZjctMDhkMS00NWNhLWlONmEtNDI3YmI0ZDRkNjMx%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: **779 243 201#**

<u>Board of Directors</u>	<u>Office</u>	<u>Term Expires</u>
Brian Mulvany	President	May, 2025
Patrick Vaughn	Secretary	May, 2027
Brian Daly	Treasurer	May, 2025
Vacant	N/A	May, 2027
Vacant	N/A	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 notice.
- D. Review and consider adoption of Resolution Regarding 2024 Annual Administrative Matters (enclosed).

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 minutes of the October 17, 2023 Regular Meeting (enclosed).

IV. FINANCIAL MATTERS

A. Review and accept unaudited financial statements for the period ending September 30, 2023 (to be distributed).

B. Review and ratify/approve payment of claims in the amount of \$TBD through the period ending TBD, 2023 (to be distributed).

C. Review and ratify/approve payment of capital claims in the amount of \$TBD (to be distributed).

D. Conduct public hearing to consider amendment of the 2023 Budget. If necessary, consider adoption of Resolution Amend the 2023 Budget (enclosed).

E. Conduct public hearing on the proposed 2024 Budget and consider adoption of Resolution to Adopt the 2024 Budget and Appropriate Sums of Money (enclosed).

F. Review and consider approval of the engagement letter with Haynie & Company to prepare the 2023 Audit (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 24, Tract A4 and authorize necessary action in conjunction therewith.

1. Possible Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding current, pending or potential litigation related to Block 24, Tract A4.

C. Discuss matters relative to ongoing litigation regarding Block 28, Tract A6 and authorize necessary actions in conjunction therewith.

1. Possible Executive Session to receive legal advice from District counsel on specific legal questions and to determine positions relative to matters that may be subject to negotiations, developing strategy for negotiations and instructing negotiators pursuant to Sections 24-6-402(4)(b) and (e), C.R.S., regarding current, pending or potential litigation related to Block 28, Tract A6.
- D. Approve action, if necessary, regarding matters discussed during Executive Session.

VI. CAPITAL IMPROVEMENTS

- A. Discuss status of infrastructure installation for Candelas Project (October and November reports by IDES) (enclosed).
- B. Review and consider ratification/approval of contracts, work orders and change orders:
 1. Change Order No. 5 for Tract A4 Temporary Drain from CJB's Excavating in the amount of \$5,640 (enclosed).
 2. Change Order No. 4 for Tract A4 Concrete Demo and Haul Off from CJB's Excavating in the amount of \$4,360 (enclosed).
 3. Task Order No. 26 for Tract A4 LIDAR Analysis, Tract A6 Task Order No. 25 Overage and Additional Observation and Coordination from CTL Thompson in the amount of \$36,382.60 (enclosed).
 4. Change Order No. 6 for Tract A6 Earthwork, Concrete and Walls from CJB's Excavating in the amount of \$492,177.50 (enclosed).
 5. Change Order No. 7 for Tract A6 Bench Work as Requested by Coggins from CJB's Excavating in the amount of \$2,020 (enclosed).
 6. Change Order No. 8 for Tract A4 Bench Construction for Coggins Work from CJB's Excavating in the amount of \$13,340 (enclosed).
 7. Change Order No. 2 for Tract A4 Soldier Caisson Wall from IDES, LLC in the amount of \$1,352,520 (enclosed).
 8. Task Order No. 27 for Tract A6 Task Order No. 25 Overage and Additional Cost for Observation and Coordination from CTL Thompson in the amount of \$27,562.60 (enclosed).
 9. Task Order No. 12 for Filing 1 Tract A6 Slope Stability Services Overage and Additional Services from IDES, LLC in the amount of \$35,000 (enclosed).

- C. Review and consider acceptance of costs for construction of, and services related to, District improvements under the Verification of District Expenditures Report for October and November 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. MANAGER MATTERS

- A. Review and consider approval of CliftonLarsonAllen LLP Master Services Agreement and statement(s) of work for 2024 (enclosed).
- B. Discuss and consider approval of 2024 insurance renewal and accept current property schedule (enclosed).
- C. Discuss and consider worker’s compensation insurance for 2024 (enclosed).
- D. Consider authorization of renewing membership in the Special District Association for 2024.

VIII. OTHER BUSINESS

IX. ADJOURNMENT

There are no more regular meetings scheduled in 2023.

**CERTIFIED COPY OF ANNUAL ADMINISTRATIVE RESOLUTION OF
CIMARRON METROPOLITAN DISTRICT (2024)**

STATE OF COLORADO)
) ss.
COUNTY OF JEFFERSON)

At a regular meeting of the Board of Directors (the “**Board**”) of the Cimarron Metropolitan District (the “**District**”), Jefferson County, Colorado, held at 3:30 p.m., on Tuesday, November 21, 2022, virtually via Microsoft Teams, there were present:

Brian Mulvany
Patrick Vaughn
Brian Daly

Also present were: Lisa Johnson, Alex Clem, Alonso Duran Rodriguez and Gigi Pangindian, CliftonLarsonAllen, and Matthew P. Ruhland, Cockrel Ela Glesne Greher & Ruhland.

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

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

WHEREAS, the District was organized as a special district pursuant to an Order of the District Court in and for Jefferson County (the “**County**”), Colorado, and is located entirely within said County and within the City of Arvada (the “**City**”); and

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

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

WHEREAS, § 32-1-101, *et seq.* C.R.S., requires the Board to publish certain legal notices in a newspaper of general circulation in the District; and

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

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

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

WHEREAS, in accordance with § 24-10-115, C.R.S., the Board is given the authority to obtain insurance to insure the District against all or any part of the District’s liability; and

WHEREAS, § 32-1-306, C.R.S. requires the District to maintain a current, accurate map of its boundaries and shall provide for such map to be on file with the County Assessor, County Clerk and Recorder and the Division on or before January 1st of each year; and

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

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

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

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

WHEREAS, § 29-1-205, C.R.S. requires that within 30 days after receiving a written request from the Division, the District shall provide the Division with a current list of all contracts in effect with other political subdivisions; and

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

WHEREAS, in accordance with § 39-5-128(1), C.R.S. the District shall certify its mill levy with the Board of County Commissioners on or before December 15th; and

WHEREAS, in accordance with § 32-1-207(3)(c), C.R.S., the District shall electronically file an annual report for the preceding calendar year with the City, County Clerk and Recorder, State Auditor and the Division of Local Government on or before October 1st; unless the requirement is otherwise requested by an earlier date by the City; and

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

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

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

District shall cause to be made an annual audit of the financial statements for each fiscal year; and

WHEREAS, the Unclaimed Property Act, §§ 38-13-101, *et seq.*, C.R.S., requires that governmental subdivisions, if applicable, file an annual report listing unclaimed property with the State Treasurer by November 1st; and

WHEREAS, in accordance with § 24-12-103, C.R.S., a person designated by the District shall have the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion; and

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

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

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

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

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

WHEREAS, the Board desires to continue engagement of an engineering firm to provide engineering services for the District; and

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF CIMARRON METROPOLITAN DISTRICT, JEFFERSON COUNTY, COLORADO AS FOLLOWS:

1. The Board determines that each director shall not receive compensation for services as directors.
2. The Board designates the *Arvada Press*, *Golden Transcript* and *Jeffco Transcript* as the newspapers of general circulation within the boundaries of the District, or in the vicinity of the District if none is circulated within the District, and directs that all legal notices shall be published in accordance with applicable statutes.
3. The Board determines to hold regular meetings on the third Tuesday of March, June, October and November at 3:30 p.m.
4. The Board directs the District's management to obtain proposals and/or renewals for insurance, as applicable, to insure the Directors acting within the scope of employment by the Board against all or any part of such liability for an injury; to insure against the expense of defending a claim for injury against the District or its Board. Additionally, the Board directs the District's management to obtain bonds or equivalent insurance coverage as required by §§ 32-1-901(2) and 32-1-902(2), C.R.S., in an amount of no less than \$1,000 per director and \$5,000 for the Board Treasurer, and to file the bond or certificate of insurance with the District Court and the Division.
5. The Board directs the District's management to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's accountant to cause to be paid the annual SDA membership dues, agency fees and insurance premiums, as applicable, in a timely manner.
6. The Board directs the District's management to maintain a current, accurate boundary map and shall provide for such map to be on file with the Division, with the County Assessor and with the County Clerk and Recorder on or before January 1st.
7. The Board directs the District's management to provide the Transparency Notice to the eligible electors of the District, the Board of County Commissioners of the County, County Assessor, County Treasurer, County Clerk and Recorder, the Division, City and the Special District Association between November 16th and January 15th of the subsequent year.
8. The Board directs the District's management to prepare and file with the Division, within 30 days after receiving a written request from the Division, a current list of all contracts in effect with other political subdivisions.

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

10. The Board directs the District's general counsel to prepare and electronically file the annual report with the City, the County Clerk and Recorder, State Auditor and Division on or before October 1st or earlier if required by the City.

11. The Board directs the District's accountant to prepare and file the annual public securities report for nonrated public securities issued by the District, with the Department of Local Affairs on or before March 1st, if applicable.

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

13. The Board directs the District's accountant to: (i) obtain proposals for auditors to be presented to the Board, (ii) to cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (iii) to cause the audit to be filed with the State Auditor by July 31st, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 29-1-606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District's accountant to engage an accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31st in accordance with § 29-1-604, C.R.S.

14. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th.

15. The Board directs the District's management to prepare the Unclaimed Property Act report and forward the report to the State Treasurer by November 1st, if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with §§ 38-13-110, C.R.S.

16. The Board hereby designates, in addition to any officer of the District, Sarah H. Luetjen as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

17. The Board directs the District's general counsel to prepare and file with the City Council of the City, if requested, the quinquennial finding of reasonable diligence in accordance with §§ 32-1-1101.5(1.5) and (2), C.R.S.

18. The Board directs the District's general counsel to prepare and file the special district annual report with the City, the Division, and the State Auditor, County Clerk and Recorder per § 32-1-207(3)(c), C.R.S.; if required.

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

President/Chair of the Board – Brian Mulvany
Secretary – Patrick Vaughn
Treasurer – Brian Daly

20. The Board directs the District's general counsel to file conflict of interest disclosure forms provided by Board members with the Secretary of State annually. At the discretion of general counsel, transactional conflict of interest disclosures shall be filed 72 hours prior to regular and special meetings of the Board, when applicable, or at a Board member's request. In addition, written disclosures required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State.

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

22. The Board continues the engagement of Cockrel Ela Glesne Greher & Ruhland, P.C., as general counsel for the District.

23. The Board continues the engagement of CliftonLarsonAllen to provide accounting and management services for the District.

24. The Board renews the engagement of IDES to provide engineering services for the District.

25. The Board designates District's management to serve as the official custodian of public records and to follow the Colorado Special District Records Retention Schedule, as adopted by the District.

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

ADOPTED AND APPROVED THIS 21ST DAY OF NOVEMBER, 2023.

CIMARRON METROPOLITAN DISTRICT

By: _____
Chair

Attest:

Secretary

CERTIFICATION

I, _____, Secretary of the Board of Directors of the Cimarron Metropolitan District, Jefferson County, Colorado do hereby certify that the attached and foregoing Resolution is a true copy from the records of the proceedings of the Board of Directors of the Cimarron Metropolitan District.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the District, at Jefferson County, Colorado, this 21st day of November, 2023.

Secretary

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE CIMARRON METROPOLITAN DISTRICT (THE “DISTRICT”) HELD OCTOBER 17, 2023

A regular meeting of the Board of Directors (the “Board”) of the Cimarron Metropolitan District (the “District”) was convened on Tuesday, October 17, 2023, at 3:30 p.m. at Candelas Parkview Swim & Fitness Club, 19865 W. 94th Avenue, Arvada, Colorado 80007. This District Board meeting was also held via Microsoft Teams. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

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

Also In Attendance Were:

Lisa Johnson, Alex Clem, Alonso Duran Rodriguez and Gigi Pangindian; CliftonLarsonAllen LLP (“CLA”)
Matthew Ruhland, Esq.; Cockrel Ela Glesne Greher & Ruhland, P.C.
Paul Hoisington; Vauxmont Metropolitan District Board of Directors
Todd, Mike A., Bill and Pam Hack, Josh Molinaro, Gary Tuka, Kerry Hobday, Christina Mayer, Gail Lambert, Chris Currier, Jim Pagliai, Peter Dyer, Brenda Atkins, Dale Meier, Cliff Laurin, Elizabeth Hart, Alexis and Michael Brown, Michelle Fenner, Andres Nizzotti, Tim White, George Meng, Anthony Lobato, Rachel and Devon Trahan, Steve Good, Kristy Thorson, Bob Letehworth, John Weiskinch, Kirk Bobo, Bobby and Susan Templin, Mike Anderson, Joe Lanzetta and other members of the public.

ADMINISTRATIVE MATTERS

Call to Order and Approval of Agenda: The meeting was called to order at 3:31 p.m. by Ms. Johnson. There was distributed, for the Board’s review and approval, a proposed agenda for the District’s regular meeting. Following review, upon a motion duly made by Director Daly, seconded by Director Vaughn and, upon vote, unanimously carried, the Board approved the agenda, as amended.

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 Ruhland 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

RECORD OF PROCEEDINGS

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 hybrid manner, with participants attending both in person at the meeting location and 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 electors within the District's boundaries have been received.

District Website Separate from Vauxmont Metropolitan District: Ms. Johnson informed the Board that the Vauxmont Metropolitan District is in the process of engaging with a new website provider to separate the Vauxmont Metropolitan District's website from the District's website. Following discussion, upon a motion duly made by Director Daly, seconded by Director Vaughn and, upon vote, unanimously carried, the Board authorized CLA to create a District website separate from Vauxmont Metropolitan District via Wix to go live within 30-60 days.

PUBLIC COMMENT

The Board received comments from Michael Brown, Joe Lanzetta, Cliff Laurin, Gary Tuka, Michelle Fenner, and Peter Dyer, members of the public.

CONSENT AGENDA

Minutes of September 26, 2023 October 10, 2023 Special Meetings: Following review, upon a motion duly made by Director Vaughn, seconded by Director Daly and, upon vote, unanimously carried, the Board approved the consent agenda item, as presented.

FINANCIAL MATTERS

Draft 2024 Budget: Mr. Rodriguez reviewed the draft 2024 Budget with the Board.

Unaudited Financial Statements for the Period Ending August 31, 2023: Mr. Rodriguez reviewed the financial statements with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending August 31, 2023, as presented.

Payment of Claims in the amount of \$270,255.02 through the Period Ending October 17, 2023: Mr. Rodriguez reviewed the claims with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the

RECORD OF PROCEEDINGS

approval of payment of claims in the amount of \$270,255.02 through the period ending October 17, 2023, as presented.

Payment of Capital Claims in the amount of \$397,063.27: Mr. Rodriguez reviewed the capital claims with the Board. Following review, upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of payment of capital claims in the amount of \$397,063.27, as presented.

LEGAL MATTERS

Transition from Cimarron Metropolitan District to Vauxmont Metropolitan District Under Master Intergovernmental Agreement: No updated was provided.

Status of Repairs to Block 24, Tract A4: This item was previously discussed during public comment.

Executive Session: No executive session held.

Ongoing Litigation Regarding Block 28, Tract A6: This item was previously discussed during public comment.

Executive Session: No executive session held.

The Board directed Attorney Ruhland to confer with the District's litigation counsel to review the documents produced to date regarding the slope issues and determine what can be made part of the public record.

CAPITAL IMPROVEMENTS

Status of Infrastructure Installation for Candelas Project (Reports by IDES from July, August, and September): Director Daly reviewed the report regarding the status of Capital Projects with the Board.

Contracts, Work Orders and Change Orders:

Contract Documents for Mail Kiosk Relocation with Colorado Custom Rock: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of the contract documents for Mail Kiosk Relocation with Colorado Custom Rock, as presented.

Contract Documents for Candelas Slope Failure Repair Storm Sewer and Drains with CJB's Excavation: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of the contract documents for Candelas Slope Failure Repair Storm Sewer and Drains with CJB's Excavation, as presented.

RECORD OF PROCEEDINGS

Task Order No. 11 for Filing 1 Tract A4 Slope Stability Services from IDES, LLC in the amount of \$45,000: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Task Order No. 11 for Filing 1 Tract A4 Slope Stability Services from IDES, LLC in the amount of \$45,000, as presented.

Change Order No. 1 for New Location for Mailbox Kiosk, Sidewalk Approach and Kiosk Beams and Roof Panels, Demo for Reuse from CJBs Excavating in the amount of \$7,075: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Change Order No. 1 for New Location for Mailbox Kiosk, Sidewalk Approach and Kiosk Beams and Roof Panels, Demo for Reuse from CJBs Excavating in the amount of \$7,075, as presented.

Task Order No. 25 for Tract A4 Filing 1 Geotechnical Slope Failure Testing, Observation and Coordination from CTL Thompson in the amount of \$55,000: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Task Order No. 25 for Tract A4 Filing 1 Geotechnical Slope Failure Testing, Observation and Coordination from CTL Thompson in the amount of \$55,000, as presented.

Change Order No. 2 for Additional Civil Engineering Support Services for Tract A4 Filing 1 Slope Stability from Martin/Martin, Inc. in the amount of \$30,000: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Change Order No. 2 for Additional Civil Engineering Support Services for Tract A4 Filing 1 Slope Stability from Martin/Martin, Inc. in the amount of \$30,000, as presented.

Contract Documents for Candelas Slope Failure Reticulated Micro-Pile Wall with Coggins & Sons, Inc.: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Contract Documents for Candelas Slope Failure Reticulated Micro-Pile Wall with Coggins & Sons, Inc., as presented.

Task Order No. 19 for Tract A4 Candelas Slope Failure Repairs/Monitoring from Aztec Consultants, Inc. in the amount of \$10,000: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board

RECORD OF PROCEEDINGS

ratified the approval of Task Order No. 19 for Tract A4 Candelas Slope Failure Repairs/Monitoring from Aztec Consultants, Inc. in the amount of \$10,000, as presented.

Change Order No. 1 for Deduction for Others to Complete the Roof Posts Demo for Reuse and Addition for Temporary Placement of Mailboxes During Construction in the amount of (\$3,829.50): Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Change Order No. 1 for Deduction for Others to Complete the Roof Posts Demo for Reuse and Addition for Temporary Placement of Mailboxes During Construction in the amount of (\$3,829.50), as presented.

Change Order No. 2 for Bench Construction for Coggins Work and Bond Cost Reimbursement from CJB's Excavating in the amount of \$15,326: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Change Order No. 2 for Bench Construction for Coggins Work and Bond Cost Reimbursement from CJB's Excavating in the amount of \$15,326, as presented.

Change Order No. 3 for Tract A4 Emergency Drain Installation from CJB's Excavating in the amount of \$111,494: Upon a motion duly made by Director Daly, seconded by Director Mulvany and, upon vote, unanimously carried, the Board ratified the approval of Change Order No. 3 for Tract A4 Emergency Drain Installation from CJB's Excavating in the amount of \$111,494, as presented.

Costs for Construction of, and Services Related to, District Improvements Under the Verification of District Expenditures Reports for July, August, and September Prepared by Independent District Engineering Services, LLC ("IDES") for Reimbursement to Arvada Residential Partners, LLC ("ARP"), and Release and/or Transfer of Non-District Improvements to ARP Pursuant to the Facilities Funding and Acquisition Agreement between the District and ARP, Based on the Recommendation of IDES: The Board reviewed IDES' report entitled "Verification of District Expenditures for July 2023," which summarizes IDES' review and verification of the expenditures of the District for July 2023 ("July Verification Report"). The July Verification Report identified \$77,043.79 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

The Board reviewed IDES' report entitled "Verification of District Expenditures for August 2023," which summarizes IDES' review and verification of the expenditures of the District for August 2023 ("August Verification Report"). The August Verification Report identified \$98,965.13 of District Eligible

RECORD OF PROCEEDINGS

Expenses and \$-0- of Non-Eligible Expenses.

The Board reviewed IDES' report entitled "Verification of District Expenditures for September 2023," which summarizes IDES' review and verification of the expenditures of the District for September 2023 ("September Verification Report"). The September Verification Report identified \$58,118.77 of District Eligible Expenses and \$-0- of Non-Eligible Expenses.

Following review, upon a motion duly made by Director Mulvany, seconded by Director Daly and upon vote unanimously carried, the Board determined to accept the July Verification Report, August Verification Report and September Verification Report and the District Eligible Expenses identified therein in the amount of \$77,043.79 for July, \$98,965.13 for August, and \$58,118.77 for September.

OTHER BUSINESS

None.

ADJOURNMENT

Upon a motion duly made by Director Mulvany, seconded by Director Daly and, upon vote, unanimously carried, the Board adjourned the meeting at 4:51 p.m.

Respectfully submitted,

Secretary for the Meeting

**CIMARRON METROPOLITAN DISTRICT
RESOLUTION TO AMEND 2023 BUDGET**

WHEREAS, the Board of Directors of Cimarron Metropolitan District adopted the budget and appropriated funds for the 2023 fiscal year as follows:

Capital Projects Fund:	\$298,000
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WHEREAS, additional expenditures in the Capital Projects Fund are necessary resulting in expenditures in excess of appropriations for the 2023 fiscal year; and

WHEREAS, such additional expenditures are contingencies which could not have been reasonably foreseen at the time of adoption of the budget; and

WHEREAS, funds are available for such expenditures from unanticipated revenue (other than property taxes) or other surplus funds in the Capital Projects Fund.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Cimarron Metropolitan District hereby adopts a supplemental budget and appropriation for the 2023 fiscal year as follows:

Capital Projects Fund:	\$524,000
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BE IT FURTHER RESOLVED, that such sums are hereby appropriated for expenditure from any available funds in the General and Debt Service Funds in accordance with the provisions of §29-1-109, C.R.S.

ADOPTED and approved this 21st day of November, 2023.

CIMARRON METROPOLITAN DISTRICT

By: _____
Brian Mulvany, Chair

ATTEST:

Patrick Vaughn, Secretary

**CIMARRON METROPOLITAN DISTRICT
ANNUAL BUDGET
FOR THE YEAR ENDING DECEMBER 31, 2024**

**CIMARRON METRO DISTRICT
SUMMARY
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 262,902	\$ -	\$ (79,318)	\$ (79,318)	\$ -
REVENUES					
Transfer from Vauxmont	889,131	486,000	273,889	486,000	478,000
Plan review fee	1,800	-	-	-	-
Design review	1,575	-	-	-	-
Townview facility revenue	1,446	-	-	-	-
Parkview facility revenue	1,960	-	-	-	-
Revenue - COVID Funds	17,000	-	-	-	-
Developer advance	867,940	298,000	320,668	603,318	410,000
Other revenue	291,834	-	-	-	-
Total revenues	<u>2,072,686</u>	<u>784,000</u>	<u>594,557</u>	<u>1,089,318</u>	<u>888,000</u>
TRANSFERS IN	<u>148,523</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>2,484,111</u>	<u>784,000</u>	<u>515,239</u>	<u>1,010,000</u>	<u>888,000</u>
EXPENDITURES					
General Fund	860,319	486,000	273,889	486,000	478,000
Capital Projects Fund	1,475,166	298,000	324,055	524,000	410,000
Special Revenue Fund - Alley Lots	56,463	-	-	-	-
Special Revenue Fund - Recreation Centers	22,958	-	-	-	-
Total expenditures	<u>2,414,906</u>	<u>784,000</u>	<u>597,944</u>	<u>1,010,000</u>	<u>888,000</u>
TRANSFERS OUT	<u>148,523</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>2,563,429</u>	<u>784,000</u>	<u>597,944</u>	<u>1,010,000</u>	<u>888,000</u>
ENDING FUND BALANCES	<u>\$ (79,318)</u>	<u>\$ -</u>	<u>\$ (82,705)</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METRO DISTRICT
PROPERTY TAX SUMMARY INFORMATION
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
ASSESSED VALUATION					
State assessed	\$ 6,361	\$ 7,566	\$ 7,566	\$ 7,566	6,656
Vacant land	203	203	203	203	195
	6,564	7,769	7,769	7,769	6,851
Adjustments	-	193	193	193	(185)
Certified Assessed Value	<u>\$ 6,564</u>	<u>\$ 7,962</u>	<u>\$ 7,962</u>	<u>\$ 7,962</u>	<u>\$ 6,666</u>
MILL LEVY					
General	0.000	0.000	0.000	0.000	0.000
Total mill levy	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>	<u>0.000</u>
PROPERTY TAXES					
General	\$ -	\$ -	\$ -	\$ -	\$ -
Budgeted property taxes	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
BUDGETED PROPERTY TAXES					
General	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METRO DISTRICT
GENERAL FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 51,982	\$ -	\$ -	\$ -	\$ -
REVENUES					
Transfer from Vauxmont	860,503	486,000	273,889	486,000	478,000
Plan review fee	1,800	-	-	-	-
Design review	1,575	-	-	-	-
Other revenue	27,238	-	-	-	-
Total revenues	<u>891,116</u>	<u>486,000</u>	<u>273,889</u>	<u>486,000</u>	<u>478,000</u>
TRANSFERS IN					
Transfers from other funds	<u>11,268</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>954,366</u>	<u>486,000</u>	<u>273,889</u>	<u>486,000</u>	<u>478,000</u>
EXPENDITURES					
General and administrative					
Accounting	125,074	110,000	71,492	120,000	125,000
Accounting - Special Projects	21,460	-	-	-	-
Audit	6,000	7,000	-	7,000	8,000
Licenses, fees and permits	2,549	-	-	-	-
Insurance	34,833	40,000	58,768	58,768	70,000
District management	112,542	100,000	48,780	100,000	110,000
Legal	223,413	140,000	51,380	115,000	125,000
Office equipment and supplies	9,348	-	-	-	-
Miscellaneous	102	-	-	1,763	-
Electric	45,255	-	-	-	-
Water	2,555	-	-	-	-
Trash Expenses	87	-	-	-	-
Election expense	48,319	49,000	43,469	43,469	-
Repairs and maintenance	2,000	-	-	-	-
Landscaping Base Contract	91,984	-	-	-	-
Community Management	23,344	-	-	-	-
Snow removal	26,941	-	-	-	-
Irrigation controller replacement	39,831	-	-	-	-
Holiday Lighting	1,184	-	-	-	-
Landscape Enhancements	495	-	-	-	-
Social Activities	400	-	-	-	-
Transfer to Vauxmont	2,997	-	-	-	-
Transfers to Jefferson Center MD No. 2	39,606	40,000	-	40,000	40,000
Total expenditures	<u>860,319</u>	<u>486,000</u>	<u>273,889</u>	<u>486,000</u>	<u>478,000</u>
TRANSFERS OUT					
Transfers to other fund	<u>94,047</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>954,366</u>	<u>486,000</u>	<u>273,889</u>	<u>486,000</u>	<u>478,000</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METRO DISTRICT
SPECIAL REVENUE FUND - ALLEY LOTS
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 26,150	\$ -	\$ -	\$ -	\$ -
REVENUES					
Transfer from Vauxmont	28,628	-	-	-	-
Total revenues	<u>28,628</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
TRANSFERS IN					
Transfers from other funds	<u>1,685</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>56,463</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
EXPENDITURES					
Alley lot water	270	-	-	-	-
Irrigation repairs	14,453	-	-	-	-
Alley lot landscape services	6,215	-	-	-	-
Alley lot snow removal	35,525	-	-	-	-
Total expenditures	<u>56,463</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total expenditures and transfers out requiring appropriation	<u>56,463</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METRO DISTRICT
SPECIAL REVENUE FUND - RECREATION CENTERS
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ (70,918)	\$ -	\$ -	\$ -	\$ -
REVENUES					
Townview facility revenue	1,446	-	-	-	-
Parkview facility revenue	1,960	-	-	-	-
Revenue - COVID Funds	17,000	-	-	-	-
Total revenues	<u>20,406</u>	-	-	-	-
TRANSFERS IN					
Transfers from other funds	<u>84,738</u>	-	-	-	-
Total funds available	<u>34,226</u>	-	-	-	-
EXPENDITURES					
Parkview contract services	6,424	-	-	-	-
Parkview parts and supplies	188	-	-	-	-
Parkview cable/phone	3,234	-	-	-	-
Townview cable/phone	1,238	-	-	-	-
Townview contract service	4,842	-	-	-	-
Townview repairs and maintenance	75	-	-	-	-
Transfer to Vauxmont	6,957	-	-	-	-
Total expenditures	<u>22,958</u>	-	-	-	-
TRANSFERS OUT					
Transfers to other fund	<u>11,268</u>	-	-	-	-
Total expenditures and transfers out requiring appropriation	<u>34,226</u>	-	-	-	-
ENDING FUND BALANCES	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METRO DISTRICT
DEBT SERVICE FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 43,208	\$ -	\$ -	\$ -	\$ -
REVENUES					
Total revenues	-	-	-	-	-
Total funds available	43,208	-	-	-	-
EXPENDITURES					
Total expenditures	-	-	-	-	-
TRANSFERS OUT					
Transfers to other fund	43,208	-	-	-	-
Total expenditures and transfers out requiring appropriation	43,208	-	-	-	-
ENDING FUND BALANCES	\$ -	\$ -	\$ -	\$ -	\$ -

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

PRELIMINARY DRAFT - ⁶SUBJECT TO REVISION

**CIMARRON METRO DISTRICT
CAPITAL PROJECTS FUND
2024 BUDGET
WITH 2022 ACTUAL AND 2023 ESTIMATED
For the Years Ended and Ending December 31,**

10/15/23

	ACTUAL 2022	BUDGET 2023	ACTUAL 6/30/2023	ESTIMATED 2023	BUDGET 2024
BEGINNING FUND BALANCES	\$ 212,480	\$ -	\$ (79,318)	\$ (79,318)	\$ -
REVENUES					
Developer advance	867,940	298,000	320,668	603,318	410,000
Other revenue	264,596	-	-	-	-
Total revenues	<u>1,132,536</u>	<u>298,000</u>	<u>320,668</u>	<u>603,318</u>	<u>410,000</u>
TRANSFERS IN					
Transfers from other funds	<u>50,832</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Total funds available	<u>1,395,848</u>	<u>298,000</u>	<u>241,350</u>	<u>524,000</u>	<u>410,000</u>
EXPENDITURES					
Capital Projects					
Accounting	22,911	8,000	4,127	9,000	10,000
Legal	114	-	-	-	-
Legal - Slope Stability Project	18,910	40,000	39,625	75,000	50,000
Banking fees	2,176	-	-	-	-
Slope Stability Project	333,322	250,000	197,154	270,000	250,000
Capital outlay - Other	1,097,733	-	83,149	170,000	100,000
Total expenditures	<u>1,475,166</u>	<u>298,000</u>	<u>324,055</u>	<u>524,000</u>	<u>410,000</u>
Total expenditures and transfers out requiring appropriation	<u>1,475,166</u>	<u>298,000</u>	<u>324,055</u>	<u>524,000</u>	<u>410,000</u>
ENDING FUND BALANCES	<u>\$ (79,318)</u>	<u>\$ -</u>	<u>\$ (82,705)</u>	<u>\$ -</u>	<u>\$ -</u>

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

**CIMARRON METROPOLITAN DISTRICT
2024 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
2024 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.

This information is an integral part of the accompanying budget.

CIMARRON METROPOLITAN DISTRICT
RESOLUTION TO ADOPT BUDGET

WHEREAS, the Board of Directors (“**Board**”) of Cimarron Metropolitan District (“**District**”) has appointed a budget committee to prepare and submit a proposed 2024 budget to the Board at the proper time; and

WHEREAS, such budget committee has submitted the proposed budget to the Board on or before October 15, 2023 for its consideration; and

WHEREAS, upon due and proper notice, published in accordance with law, the budget was open for inspection by the public at a designated place, and a public hearing was held on November 21, 2023, and interested electors were given the opportunity to file or register any objections to the budget; and

WHEREAS, the budget has been prepared to comply with all terms, limitations and exemptions, including, but not limited to, enterprise, reserve transfer and expenditure exemptions, under Article X, Section 20 of the Colorado Constitution (“**TABOR**”) and other laws or obligations which are applicable to or binding upon the District; and

WHEREAS, whatever decreases may have been made in the revenues, like decreases were made to the expenditures so that the budget remains in balance, as required by law.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Cimarron Metropolitan District:

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

General Fund:	\$ 478,000
Capital Projects Fund:	\$ <u>410,000</u>
 Total	 \$ 888,000

2. That estimated revenues are as follows:

<u>General Fund:</u>	
From unappropriated surpluses	\$ 0
From sources other than general property tax	\$478,000
From general property tax	\$ <u>0</u>
Total	\$478,000

Capital Projects Fund:

From unappropriated surpluses	\$ 0
From sources other than general property tax	\$410,000
From general property tax	<u>\$ 0</u>
Total	\$410,000

3. That the budget, as submitted, amended and herein summarized by fund, be, and the same hereby is, approved and adopted as the budget of the District for the 2024 fiscal year.

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

TO APPROPRIATE SUMS OF MONEY

WHEREAS, the Board has made provision in the budget for revenues in an amount equal to the total proposed expenditures as set forth therein; and

WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget so as not to impair the operations of District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Cimarron Metropolitan District that the following sums are hereby appropriated from the revenues of each fund, to each fund, for the purposes stated in the budget:

General Fund:	\$ 478,000
Capital Projects Fund:	\$ <u>410,000</u>
 Total	 \$ 888,000

ADOPTED this 21st day of November 2023.

CIMARRON METROPOLITAN DISTRICT

By _____
Brian Mulvany, Chair

ATTEST:

Patrick Vaughn, Secretary

CERTIFICATION OF BUDGET

TO: THE DIVISION OF LOCAL GOVERNMENT


This is to certify that the budget, attached hereto, is a true and accurate copy of the budget for Cimarron Metropolitan District, for the budget year ending December 31, 2024, as adopted on November 21, 2023.


IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of Cimarron Metropolitan District, Jefferson County, Colorado, this 21st day of November, 2023.


President



1221 W. Mineral Avenue, Suite 202
Littleton, CO 80120

 303-734-4800

 303-795-3356

 www.HaynieCPAs.com

October 10, 2023

Board of Directors
Cimarron Metropolitan District
φ CliftonLarsonAllen LLP
8390 E. Crescent Parkway, Suite 300
Greenwood Village, CO 80111-4544

To the Members of the Board:

We are pleased to confirm our understanding of the services we are to provide for Cimarron Metropolitan District (District) for the year ended December 31, 2023. We understand the District employs CliftonLarsonAllen, LLP as its manager (“Manager”), which firm may be referenced herein as “Management”.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the disclosures, which collectively comprise the basic financial statements of Cimarron Metropolitan District as of and for the year ending December 31, 2023. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Cimarron Metropolitan District’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Cimarron Metropolitan District’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management’s Discussion and Analysis.
- 2) Statement of Governmental Fund Revenues, Expenditures and Changes in Fund Balance – Budget and Actual - General Fund

We have also been engaged to report on supplementary information other than RSI that accompanies Cimarron Metropolitan District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS) and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Schedule of Revenues, Expenditures and Changes in Fund Balances–Budget and Actual - Debt Service Fund
- 2) Schedule of Revenues, Expenditures and Changes in Fund Balances–Budget and Actual - Capital Projects Fund

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and will include tests of your accounting records and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental

regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

We have identified the following significant risks of material misstatement as part of our audit planning:

- Management override of controls

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Cimarron Metropolitan District's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, and maintaining internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America with the oversight of those charged with governance.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair

presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Haynie & Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of Colorado or its designee. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Haynie & Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the State of Colorado or its designee. The State of Colorado or its designee may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

We estimate that our fees for these services will be \$8,500. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the

Cimarron Metropolitan District
October 10, 2023
Page 5 of 5

audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. Accounts in excess of 30 days will accrue finance charges at 1.5% per month. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Ty Holman is the engagement partner and is responsible for supervising the engagement and signing the report. We expect to begin our audit on a mutually agreed upon date and to issue our report no later than July 31, 2024.

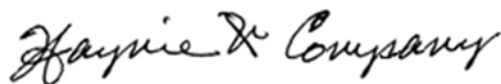
Reporting

We will issue a written report upon completion of our audit of Cimarron Metropolitan District’s financial statements. Our report will be addressed to the Board of Directors of Cimarron Metropolitan District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add an emphasis-of-matter or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or withdraw from this engagement.

If this letter correctly expresses your understanding, please sign the enclosed copy where indicated and return it to us.

We appreciate the opportunity to serve you.

Sincerely,



Haynie & Company

Accepted and agreed to:
Cimarron Metropolitan District

Officer signature

Title

Attest:

Date

By:

Title

CIMARRON METRO DISTRICT

Board Meeting Project Status

October 17, 2023



Project Work

General

- Coordination with Powell for the general repairs and cleanup related to City and State Stormwater Permits including small area stabilization.
- 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 requested spring overseeding in tract areas. IDES will coordinate.
- Foxtail pond and Yucca pond grate modifications have been completed. Ponds are currently functioning as designed.
- 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 has been 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. Most landscape has been completed but all improvements have not been completed to date.
- IDES has completed a contract with Colorado Custom Rock for the relocation of the mailbox kiosks near the slope failure area. The District tract near the Rocky Flats South Entrance parking lot will be the new location for the mailbox kiosk. The Kiosks have been temporarily moved to the new location while the permanent Kiosk is being constructed. Completion is estimated for November, 2023. Contract for the storm sewer and drains has been completed with CJBs Excavating. A contract with Coggins for Tract A6 slope earth retention tieback anchors has been

executed. Coggins work is tentatively scheduled to be completed the first week in November. Bid award for the grading, walls and concrete is under review. Completion schedule for the Tract A6 drains and storm sewer has not been determined.

- A slope issue was identified in Tract A4. CTL installed monitoring wells the first week of September. Monitoring determined immediate installation of drains. Underdrain and temporary drain have been completed. Final plan for slope tiebacks and final grading and stabilization are under review.

Construction Contracts

District Contract Change Orders

CO 4 - CJBs Excavating – Filing 1, Tract A4 Concrete Demo and Haul Off. \$4,360.00

CO 5 – CJBs Excavating – Filing 1, Tract A4 Temporary drain. \$5,640.00

Consultant/Vendor Agreements & Task Orders

Consultant/Vendor Agreements, Change Orders & Task Orders

CTL TO 26 – Tract A4 LIDAR Analysis and Tract A6 Additional Geotechnical Services,
\$36,382.60

CIMARRON METRO DISTRICT

Board Meeting Project Status

November 21, 2023



Project Work

General

- Coordination with Powell for the general repairs and cleanup related to City and State Stormwater Permits including small area stabilization.
- 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 requested spring overseeding in tract areas. IDES will coordinate.
- Foxtail pond and Yucca pond grate modifications have been completed. Ponds are currently functioning as designed.
- 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 has been delayed due to the weather.
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- IDES has completed a contract with Colorado Custom Rock for the relocation of the mailbox kiosks near the slope failure area. The District tract near the Rocky Flats South Entrance parking lot will be the new location for the mailbox kiosk. The Kiosks have been temporarily moved to the new location while the permanent Kiosk is being constructed. Completion schedule has not been determined. Contract for the storm sewer and drains has been completed with CJBs Excavating. A contract with Coggins for Tract A6 slope earth retention tieback anchors has been executed.

Coggins work is tentatively scheduled to be completed the first week in November. Bid award for the grading, walls and concrete is under review. Completion schedule for the Tract A6 drains and storm sewer has not been determined.

- A slope issue was identified in Tract A4. CTL installed monitoring wells the first week of September. Monitoring determined immediate installation of drains. Underdrain and temporary drain have been completed. Final plan for slope tiebacks, final grading and stabilization have been reviewed and approved.

Construction Contracts

District Contract Change Orders

CO 6 - CJBs Excavating – Filing 1, Tract A6 Grading, Concrete & Walls. \$492,177.50

CO 7 – CJBs Excavating – Filing 1, Tract A6 Additional Bench Work. \$2,020.00

CO 8 – CJBs Excavating – Filing 1, Tract A4 Bench Access. \$13,340.00.

CO 2 – Coggins and Sons – Filing 1, Tract A4 Soldier Wall. \$1,352,520.00.

Consultant/Vendor Agreements & Task Orders

Consultant/Vendor Agreements, Change Orders & Task Orders

CTL TO 27 – Filing 1 Tract A6 TO Overage and Additional Geotechnical Services, \$27,562.60

IDES TO 12 – Filing 1 Tract A6 TO Overage and Additional Management Services, \$35,000.00

CHANGE ORDER

Project: Candelas Slope Failure Repair Storm Sewer and Drains
Date of Issuance: 7/20/2023

Owner: **CIMARRON METROPOLITAN DISTRICT** **Change Order No.:** 5
Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: CJBs Excavating

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A4 Temporary Drain.

Purpose of Change Order: Temporary drain to divert water from private lot roof drains and sump discharges from slope.

Attachments (List Documents Supporting Change): Proposal attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$259,003.83

Previous Change Orders:
No. 0 to No. 4
\$138,255.00

Contract Price Prior to this Change Order:
\$397,258.83

Net Increase of this Change Order:
\$5,640.00

Net Decrease of this Change Order:
\$0

Contract Price with All Approved Change Orders:
\$402,898.83

CHANGE IN CONTRACT TIME:

Original Contract Time:
10/15/2023

Net Change from Previous Change Order:
30 Days

Contract Time Prior to this Change Order:
104 Days

Net Increase of this Change Order:
14 Days

Net Decrease of this Change Order:
0

Contract Time with all Approved Change Orders:
2/13/2024

RECOMMENDED:

BY: Tanna Boisvert
Engineer

APPROVED:

By: _____
Owner

APPROVED:

By: [Signature]
Contractor

CJB's LLC

Brighton, CO 80603 US
 cjblc94@gmail.com

Estimate

ADDRESS
 PM Tanna Boisvert
 Independent District Engineering Services
 1626 Cole Blvd. Suite 125
 Lakewood, CO 80401

ESTIMATE 23-0102
 DATE 10/03/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Line Item #1	Line item includes the following; Connect roof drains with corrugated pipe, daylight out by bench on North side of green belt.	1	5,640.00	5,640.00T

SUBTOTAL					5,640.00
TAX					0.00

TOTAL					\$5,640.00

Accepted By

Accepted Date

CHANGE ORDER

Project: Candelas Slope Failure Repair Storm Sewer and Drains

Date of Issuance: 7/20/2023

Owner: **CIMARRON METROPOLITAN DISTRICT** **Change Order No.:** 4

Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: CJBs Excavating

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A4 Concrete Demo and Haul Off.

Purpose of Change Order: Concrete removal and haul off for drain installation.

Attachments (List Documents Supporting Change): Proposal attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$259,003.83

Previous Change Orders:

No. 0 to No. 3

\$133,895.00

Contract Price Prior to this Change Order:

\$392,898.83

Net Increase of this Change Order:

\$4,360.00

Net Decrease of this Change Order:

\$0

Contract Price with All Approved Change

Orders:

\$397,258.83

CHANGE IN CONTRACT TIME:

Original Contract Time:

10/15/2023

Net Change from Previous Change Order:

30 Days

Contract Time Prior to this Change Order:

74 Days

Net Increase of this Change Order:

30 Days

Net Decrease of this Change Order:

0

Contract Time with all Approved Change

Orders:

1/29/2024

RECOMMENDED:

BY: Tanna Boisvert

Engineer

APPROVED:

By: Approved, Brian Deby

Owner

APPROVED:

Contractor

CJB's LLC

Brighton, CO 80603 US
cjblc94@gmail.com

Estimate

ADDRESS
PM Tanna Boisvert
Independent District Engineering Services
1626 Cole Blvd. Suite 125
Lakewood, CO 80401

ESTIMATE 23-0099
DATE 09/25/2023

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Demo	Line item includes the following; Demo additional concrete between branch A-C, haul off concrete. -Labor/Equipment-\$2,560 -Trucking-\$1,200 -Dump Fees.-\$600	1	4,360.00	4,360.00
SUBTOTAL					4,360.00
TAX					0.00
TOTAL					\$4,360.00

Accepted By

Accepted Date

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.** 26

CONSULTANT CTL Thompson

TASK ORDER REFERENCE: Task Order 26 Submittal

TASK ORDER NAME: Tract A4 LIDAR analysis \$8,820. Tract A6 TO25 Overage of \$12,562.60 and an additional \$15,000 for Observation, and Coordination to complete project

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

BASIS OF COMPENSATION: Proposal attached

SCHEDULE: As construction requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders	\$ 1,722,728.00
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Task Order Price – Task Order No. <u>26</u>	\$ 36,382.60
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Total of Agreement Prices including this Task Order	\$ 1,759,110.60
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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 10/12/23

Approved by _____ Date _____

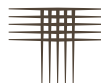
The undersigned agrees to the above terms and conditions:

CTL Thompson
Consultant

Date

Authorized Agent

Title



PROPOSAL

October 11, 2023

Cimarron Metropolitan District
 c/o Independent District Engineering Services
 355 Union Boulevard, Suite 302
 Lakewood, Colorado 80228

Attention: Brian Daly

Subject: Proposal for
 Additional Geotechnical Consultation
 Candelas, Filing No. 1, Tract A4 Landslide
 North of West 94th Drive and West 95th Avenue
 Arvada, Colorado
 Proposal No. DN 23-0314-CM1

CTL|Thompson, Inc. (CTL|T) presents this proposal to provide additional consultation and field observations of slope movement and mitigation repairs in Tract A4 north of West 94th Drive and West 95th Avenue within Candelas, Filing No. 1. Slope movement has been observed near the rear of Lots 9, 10, and 11 within Block 24 (9474, 9482, and 9484 Noble Way, respectively), across Tract A4, to potentially the rear of Lots 6, 7, 8, 9, and 10, Block 18 (9529, 9537, 5939, 9547, and 9549 Nile Way, respectively).

Additional consultation includes observing installation of the interceptor drain on the slide, additional groundwater readings, slope inclinometer measurements, meeting LIDAR consultant, and periodic observations of tieback wall installation by Coggins & Sons on Tract A6. Additional stability analysis will be conducted to assist in the design of a tie-back wall for Tract A4. The anticipated additional services are described in the Contract Modification No. 1.

We will use the data from our exploratory borings groundwater and slope inclinometer data to evaluate the effect of the interceptor drain, assess the need for additional mitigation, and develop conceptual mitigation alternatives, such as a tieback wall. It will likely be necessary to engage a contractor to provide cost estimates for the potential alternatives. A civil engineer may also be needed to assess possible site grading changes. Additional services from our firm may be necessary to supplement the design process, and for construction monitoring.

This proposal includes \$12,562.60 in overage from the previous task order, \$8,820 for the LIDAR analysis, and \$15,000 in additional services for a total of \$36,382.60. We will provide the initial services described on a unit rates basis in accordance with our current Fee Schedule in Exhibit A. If you would like us to proceed, please return an executed copy of the Agreement, or authorize us to proceed subject to the terms of the Agreement. We look forward to working with you on this project. If you have questions, please call or email.

Very truly yours,

CTL|THOMPSON, INC.

Alan J. Lisowy, P.E.
 Denver Branch Manager
alisowy@ctlthompson.com

Attachments: Contract Modification No. 1

Via email: bdaly@mylandsteward.com
tboisvert@idesllc.com

[CTL|Thompson, Inc.](#)

[Denver, Fort Collins, Colorado Springs, Glenwood Springs, Pueblo, Summit County – Colorado](#)
[Cheyenne, Wyoming and Bozeman, Montana](#)



CONTRACT MODIFICATION NO. 1

Contract CTL|Thompson, Inc. entered into a SERVICE AGREEMENT to perform professional services for CIMARRON METROPOLITAN DISTRICT c/o INDEPENDENT DISTRICT ENGINEERING SERVICES, 355 Union Boulevard, Suite 302, Lakewood, Colorado 80228, subsequently referred to as "Client." The SERVICE AGREEMENT is dated August 4, 2023 (DN-23-0314).

Project The SERVICE AGREEMENT is to provide engineering services in connection with Candelas, Filing No. 1, Tract A4 Landslide, North of West 94th Drive and West 95th Avenue, Arvada, Colorado, referred to as "Project".

Scope The scope of services in the SERVICE AGREEMENT requires modification. The scope of services is modified to include the following:

GEOTECHNICAL INVESTIGATION

1. Conduct additional inclinometer readings for the existing inclinometers on Tract A6 and A4 on weekly or bi-weekly basis.


Measure the depth to groundwater in existing groundwater wells on Tract A6 and A4 on a weekly or bi-weekly basis.

Perform construction observation during interceptor drain installation on Tracts A4 and A6 and periodic observations during tieback wall installation on Tract A4.

2. Perform global stability analysis to evaluate effect of interceptor drain installation with regard to design of a tieback wall for Tract A4. Stability analyses will also be performed for other potential mitigation measures, if merited.
3. Analyze the results of our field and laboratory data and prepare an letter which will include:
 - a. A site plan showing the locations of borings and existing site features;
 - b. Descriptions of existing site conditions;
 - c. Graphical summary logs of borings indicating soil types and groundwater levels;
 - d. Laboratory test results in graphic and tabular form, including previous data;
 - e. Results of global stability analysis for the existing slope configuration; and
 - f. Discussion of potential causes of slope movement and possible mitigation of slope movement.

A PDF report will be provided upon completion of the investigation, signed by a Professional Engineer registered in the State of Colorado. Paper copies are available upon request.

CONTRACT MODIFICATION NO. 1

Terms and Conditions	The Terms and Conditions of the SERVICE AGREEMENT are incorporated into and made part of this modification.	
Fee	CTL T agrees to provide the additional services, this proposal includes \$12,562.60 in overage from the previous task order, \$8,820 for the LIDAR analysis, and \$15,000 in additional services for a total of \$36,382.60.	
Authorization	CTL T	Client
		
	Signature	Signature
	Alan J. Lisowy, P.E.	
	Printed Name	Printed Name
	Denver Branch Manager	
	Title	Title
	October 11, 2023	
	Date	Date

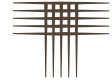


EXHIBIT A

Fee Schedule

Personnel¹	Engineering Technician I	75 / hour
	Engineering Technician II / Administrative Assistant	80 / hour
	Engineering Technician III / CADD / Draftsperson	85 / hour
	Senior Engineering Technician	110 / hour
	Environmental Technician	90 / hour
	Staff Engineer / Geologist / Scientist	120 / hour
	Project Engineer / Geologist / Scientist	135 / hour
	Project Manager	155 / hour
	Associate	190 / hour
	Principal	230 / hour
	Senior Principal	290 / hour
	Expert Consultation / Witness	Quote on Request
¹ Applies to analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL T project, when not covered by task specific pricing.		
Field Investigation Services	Drilling and Sampling with a 4-inch Solid-Stem Auger	210 / hour
	Drilling and Sampling with Hollow-Stem Auger	225 / hour
	Drilling and Sampling with Track-Mounted Rig or Rotary Drill	Cost + 15%
	Drilling Rig Mobilization	
	Metro Area	Hourly Rate
	Outlying Areas (Over 75 Miles)	2.90 / mile
	Auto or Pickup Mileage (Out of Town Mobilization)	100 / hour
	Labor, Out-of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants, Supplies	Cost + 15%
	Coring (2 Hour Minimum)	175 / hour
	Deflection Testing - Benkelman Beam, Operator & Truck	250 / hour
Bond Testing	150 / hour	
Specialized Testing and Services	Environmental Services	
	Environmental Assessment, Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	Industrial Hygiene and Safety Services	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	Biological Services	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	Geophysical Services	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	Specialized Testing Equipment Charges	
	Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density	Quote on Request
	NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	44 / hour
	Torsional Strength Tests & Calibrations	
	Up to 1 million inch-pounds	Quote on Request

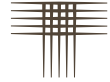


EXHIBIT A

Construction Observation and Materials Testing Services²	City / County of Denver Third Party Inspection (TPI)		85 / hour
	Earthwork Compaction Testing		85 / hour
	Standard Proctor	(ASTM D698)	135 / each
	Modified Proctor	(ASTM D1557)	145 / each
	Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each
	Grain Size Analysis, #200 sieve only	(ASTM D1140)	45 / each
	Atterberg Limits (LL & PI)	(ASTM D4318)	95 / set
	Drilled Pier Installation		80 / hour
	Asphalt Placement and Compaction		85 / hour
	Asphalt Coring (2 Hour Minimum)		175 / hour
	Asphalt Core Thickness (Per Core)		60 / each
	Asphalt Core Density (Per Lift)		60 / each
	Concrete Testing and Cylinder Pickup		70 / hour
	4x8 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	20 / cyl
	6x12 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	30 / cyl
	Cylinders Cast by Others	(ASTM C39) (AASHTO T22)	40 / cyl
	Flexural Beams		70 / beam
	Shotcrete, Includes Preparation and Report (Set of 5)		375 / set
	On Site Curing Service		300 / month
	Concrete Maturity Meter Method		3,000 / mix
	Data Loggers - Temperature or Maturity Probes		Cost + 15%
	Moisture Emissions or Relative Humidity Testing		90 / hour
	Moisture Kit or Probes		Cost + 15%
	Floor Flatness (FF and FL and/or 10-Foot Straightedge)		125 / hour
	Concrete Reinforcing Steel Placement Observation		80 / hour
	Masonry Special Inspection		90 / hour
	Proof Load of Anchor or Dowels		110 / hour
	Weld & Bolt Inspection		110 / hour
	Framing Observation		110 / hour
	Post Tension - Strand Observation - Elongation Measurements		90 / hour
	Dampproofing		90 / hour
	Insulation		90 / hour
	Sprayed on Fireproofing or Firestopping		110 / hour
Report Review / Supervision for Construction Observation and Materials Testing Services		60 / report	
Overtime Charge - Increase for work done on Saturday, Sunday, Holidays and off normal shift hours		25 / hour	
² Time is charged for travel, testing and observation and field report preparation (2-hour minimum trip charge). Fuel surcharge may be assessed on individual project basis, based on market conditions.			
Asphalt Concrete Laboratory Services	Core Density	(ASTM D2725) (AASHTO T166)	60 / each
	Core Thickness	(ASTM D3549)	60 / each
	Theoretical Maximum Density (Rice)	(ASTM D2041) (AASHTO T209)	130 / each
	Asphalt Content by Chemical Extraction and Gradation	(ASTM D2172 and D5444) (AASHTO T164)	275 / each
	Asphalt Content by Ignition Oven and Gradation	(ASTM D6307 and D5444) (AASHTO T308)	265 / each
	Superpave Gyrotory Compaction	(ASTM D6925) (AASHTO T312) (CDOT 5115)	60 / each
	Mixture Volumetrics Calculations	(CDOT 48)	60 / set
	Hveem Stability (Per Puck)	(CDOT 5106)	60 / each
	Resistance to Moisture Induced Damage (Lottman)	(ASTM D4867) (AASHTO T283) (CDOT 5109)	465 / each
	Sample Preparation Fees May Apply		Hourly Rate



EXHIBIT A

Soil and Rock Laboratory Services	Soil Testing		
	Natural Moisture and Density	(ASTM D2216 and D7263)	20 / each
Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each	
Grain Size Analysis, #200 sieve only	(ASTM D1140)	45 / each	
Hydrometer Analysis	(ASTM D422)	95 / each	
Atterberg Limits (LL & PI)	(ASTM D4318)	85 / set	
Specific Gravity	(ASTM D854)	60 / each	
Standard Proctor Compaction Test	(ASTM D698)	135 / each	
Modified Proctor Compaction Test	(ASTM D1557)	145 / each	
Relative Density	(ASTM D4253 and D4254)	220 / each	
Soil Suction	(ASTM D5298)	60 / each	
One-Dimensional Swell Test	(ASTM D4546)		
Set up and Initial Load		55 / each	
With Load Back for Swell Pressure		65 / each	
One-Dimensional Time Consolidation Test	(ASTM D2435)		
Set up and Initial Load		185 / each	
Additional Increments		50 / each	
California Bearing Ratio (3 Points)	(ASTM D1883)	600 / each	
Hveem Stabilometer (3 Points)	(ASTM D2844)	600 / each	
Resilient Modulus	(AASHTO T307)	1,250 / each	
Water Soluble Sulfates	(CDOT CP-L2103)	55 / each	
pH	(AASHTO T289)	50 / each	
Electrical Resistivity (Natural Moisture & Saturated)	(ASTM G57)	120 / each	
Thermal Resistivity		900 / each	
Unconfined Compression - Soils	(ASTM D2166)	50 / each	
With Stress / Strain Curve		60 / each	
Direct Shear	(ASTM D3080)	140 / each	
Triaxial or Direct Shear Tests, per point			
Unconsolidated-Undrained	(ASTM D2850)	140 / each	
Consolidated-Undrained with Pore Pressure	(ASTM D4767)	480 / each	
Permeability			
Flexible Membrane (Triaxial Cell)	(ASTM D5084)	480 / each	
Remolded Sample (Falling or Constant Head)	(ASTM D2434)	300 / each	
Rock Testing			
Specific Gravity		55 / each	
Two-Cycle Slake-Durability, per point		115 / each	
Unconfined Compression, per point			
Peak Load Only		120 / each	
With Stress / Strain Curve, Static E, and Poisson's Ratio		Quote on Request	
Unconfined Compression - Rock Cores ³			
Peak Load Only		Quote on Request	
With MOE		Quote on Request	
With MOE and Poisson's Ratio		Quote on Request	
Triaxial Compression - NX Per Point		160 / each	
With Stress / Strain Curve, Static E and Poisson's Ratio		310 / each	
Point Load Test		60 / each	
³ Additional for Sample Preparation of Rock Cores		Hourly Rate	

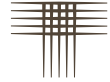


EXHIBIT A

Aggregate Laboratory Services	Moisture Content	(ASTM C566) (AASHTO T255)	35 / each
	Rodded Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Loose Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Uncompacted Void Content	(ASTM C1252) (AASHTO T304)	130 / each
	Gradation Analysis (per Fraction)	(ASTM C136) (AASHTO T27)	60 / each
	Gradation Analysis (Pit-Run Samples, Larger than 12-inch)	(ASTM C136) (AASHTO T27)	100 / hour
	Passing No. 200 Sieve	(ASTM C117) (AASHTO T11)	45 / each
	Sand Equivalency	(ASTM D2419) (AASHTO T176) (CP 37)	115 / each
	Specific Gravity / Absorption		
	Fine Aggregate	(ASTM C128) (AASHTO T84)	60 / each
	Coarse Aggregate	(ASTM C127) (AASHTO T85)	60 / each
	Flat and Elongated Particles	(ASTM D4791) (CRD C119)	210 / each
	Fractured Face Determination		
	Fine Aggregate		340 / each
	Coarse Aggregate	(ASTM D5821) (AASHTO T335)	155 / each
	Organic Impurities	(ASTM C40) (AASHTO 721)	52 / each
	Clay Lumps and Friable Particles	(ASTM C142) (AASHTO T112)	95 / each
	Lightweight Particles - 2.0 or 2.4 Specific Gravity	(ASTM C123) (AASHTO T113)	225 / each
	Pop-out of Lightweight Aggregates	(ASTM C331 and C151)	315 / each
	Staining Test (Lightweight Aggregates)	(ASTM C641)	130 / each
	Sodium or Magnesium Soundness	(ASTM C88) (AASHTO T104)	
	5-Cycles ⁴		245 / each
	12-Cycles ⁴		500 / each
	Potential Reactivity	(ASTM C227) Withdrawn	2,000 / each
	Potential Reactivity - 14 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	900 / each
	Potential Reactivity - 28 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	1,000 / each
	Potential Reactivity - 1 Year	(ASTM C1293)	1,250 / each
	Alkali Carbonate Reactivity	(ASTM C1105)	1,210 / each
	Scratch Hardness	(CRD C130)	160 / each
	Micro Deval	(ASTM D6928) (AASHTO T327)	245 / set
	L.A. Abrasion		
	Small-Sized Aggregate	(ASTM C131) (AASHTO T96)	110 / each
	Large-Sized Aggregate	(ASTM C535)	145 / each
	Aggregate Freeze/Thaw		
	Fine Aggregate		375 / each
	Coarse Aggregate	(AASHTO T103)	375 / each
Mill Abrasion	(UPBN / BNSF)	250 / each	
Insoluble Residue in Carbonate Aggregates	(ASTM D3042)	200 / each	
Desorption of Lightweight Aggregates	(ASTM C1761)	300 / each	
Chloride in Aggregate	(ASTM C1524)	225 / each	
Crushing		150 / sample	
Blending, Sampling and Miscellaneous Testing		100 / hour	

⁴ "Rip Rap" Type sample add \$15 to \$25 depending on size.



EXHIBIT A

Masonry and Dimensional Stone Laboratory Services	Block and Segmental Retaining Wall Units		
	Q-Block Test Series (Compressive, Dimensional, Absorption)	(ASTM C140)	330 / each
	Compressive Strength Tests (Set of 3)	(ASTM C140)	150 / set
	Dimension	(ASTM C140)	90 / set
	Density	(ASTM C140)	150 / set
	British Shrinkage (Set of 3)	(ASTM C426)	425 / set
	British Shrinkage - Additional Samples	(ASTM C426)	125 / each
	Fire Rating	(UL618)	225 / each
	Freeze/Thaw 100 Cycle	(ASTM C1262)	975 / each
	Freeze/Thaw 150 Cycle	(ASTM C1262)	1,425 / each
	Brick		
	Compressive Strength Tests (Set of 5)	(ASTM C67)	230 / set
	Coefficient of Saturation (Set of 5)	(ASTM C67)	190 / set
	Absorption Analysis (Set of 5)	(ASTM C67)	175 / set
	Initial Rate of Absorption (Set of 5)	(ASTM C67)	310 / set
	Efflorescence (Set of 5)	(ASTM C67)	150 / set
	Dimensional Analysis (Set of 5)	(ASTM C67)	100 / set
	Modulus of Rupture (Flexural Strength) (Set of 5)	(ASTM C67)	260 / set
	Freeze / Thaw, 50 cycle	(ASTM C67)	525 / each
	Adobe Brick Properties	(ASTM C67)	790 / each
	Mortar and Grout		
	Mortar Mix Properties (Includes 6 Cubes Per Mix)	(ASTM C780)	215 / mix
	Compressive Strength - Field Sampled Mortar (6 Cubes)	(ASTM C109)	150 / each
	Compressive Strength - Cored Grout (Includes Coring)	(ASTM C42) (ASTM C1019)	60 / each
	Compressive Strength Prisms		
	Hollow Prisms, Brick or Block	(ASTM C1314)	130 / each
	Grout Filled Prisms, Brick or Block	(ASTM C1314)	200 / each
	Dimensional Stone		
	Specific Gravity / Absorption	(ASTM C127) (AASHTO T85)	135 / each
	Compressive Strength	(ASTM C170)	500 / set
	Modulus of Rupture	(ASTM C99)	560 / set
	Freeze / Thaw	(ASTM D5312) (AASHTO T103)	900 / each
	Flexural Strength	(ASTM C880)	550 / set
Saw Cutting		105 / hour	
Steel Laboratory Services	Ultimate Tensile Strength (Including Post-Tension Strands)	(ASTM A370) (AASHTO T244)	150 / each
	Ultimate Tensile Strength & Percent Elongation	(ASTM A370) (AASHTO T244)	175 / each
	Ultimate Tensile Strength & Yield Tensile Strength	(ASTM A370) (AASHTO T244)	175 / each
	Ultimate Tensile Strength & Area Reduction	(ASTM A370) (AASHTO T244)	175 / each
	Torsional Strength Up to 1 million inch-pounds		Quote on Request
	Sample Preparation Fees May Apply		Hourly Rate

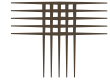


EXHIBIT A

Concrete Laboratory Services	Density / Absorption of Hardened Concrete	(ASTM C642)	125 / core
	Compressive Strength, Cylinders	(ASTM C39) (AASHTO T22)	
	4x8 Cylinders Cast by CTL T		20 / cyl
	6x12 Cylinders Cast by CTL T		30 / cyl
	Cylinders Cast by Others		40 / cyl
	Compressive Strength & Density, Core Samples	(ASTM C42) (AASHTO T24)	60 / each
	Flexural Strength, Beams	(ASTM C78, C293) (AASHTO T97, T177)	70 / each
	Splitting Tensile Test, Cylinders	(ASTM C496) (AASHTO T198)	65 / each
	Modulus of Elasticity Tests (Frame Method)	(ASTM C469)	450 / set
	Chloride Content, Chemical Analysis	(ASTM C1152)	110 / each
	Concrete Freeze / Thaw, 300 Cycles	(ASTM C666) (AASHTO T161)	2,200 / set
	Cracking Tendency of Concrete	(AASHTO T334)	2,000 / each
	Length Change of Hardened Concrete	(ASTM C157) (AASHTO T160)	350 / each
	Abrasion Resistance	(ASTM C779)	375 / each
	Chloride Ion Penetration / Rapid Chloride Permeability	(ASTM C1202) (AASHTO T277)	435 / each
	Surface Resistivity	(AASHTO T358)	325 / set
	Scaling Resistance	(ASTM C672)	1,250 / set
	Pulse Velocity	(ASTM C597)	125 / hour
	Blocking Assessment	(ASTM C1621)	60 / each
	Static Segregation	(ASTM C1610)	60 / each
Height Change of Hardened Concrete	(ASTM C1090)	500 / each	
Shear Bond	(ASTM C882)	600 / each	
Direct Tension of Cores	(ASTM D2936)	350 / each	
Electrical Conductivity	(ASTM 1760)	400 / each	
Mixing Fee - Required for Some Tests		550 / each	
Concrete Laboratory Trial-Mix Batches	3-Point Curve - Cylinders for Compressive Strength		2,400 / each
	3-Point Curve - Beams for Flexural Strength & Cylinders		2,550 / each
	CDOT Compressive Mix (Mix Only)		2,000 / each
	CDOT Flexural Mix (Mix Only)		2,100 / each
	Single Mix, Compressive Strength		1,500 / each
	Single Mix, Flexural Strength		1,600 / each
	Additional Compressive Strength Mixes		600 / each
	Additional Flexural Strength Mixes		700 / each
	Mini-Mixes		250 / each
	Time of Sets		75 / add.
	Mix with Lightweight Aggregate (Additional Charge per Mix)		150 / add.
	Maturity Meter Calibration & Report (Does not include probes)		3,000 / each
	Maturity Meter Probes		Cost + 15%
	Roller Compacted Concrete Mix		Quote on Request

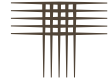


EXHIBIT A

Cement Laboratory Services	Sulfate Expansion	(ASTM C452)	710 / each
	Compressive Strength Tests (6 Cubes / Mix)	(ASTM C109) (AASHTO T106)	240 / set
	Additional Cubes	(ASTM C109) (AASHTO T106)	33 / each
	Flexural Strength - 3 Beams	(ASTM C348)	147 / set
	Time of Set: Vicat	(ASTM C191) (AASHTO T131)	192 / each
	Standard Properties	(ASTM C150)	800 / each
	Density	(ASTM C188) (AASHTO T133)	100 / each
	Blaine Fineness	(ASTM C204) (AASHTO T153)	110 / each
	False Set - Paste Method	(ASTM C191, C266, C359, C451, C807)	93 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	317 / each
	Autoclave Expansion	(ASTM C151) (AASHTO T107)	241 / each
	Sulfate Expansion	(ASTM C1012)	1,650 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Cement Content		819 / each
Pozzolan Laboratory Services	Blaine Fineness	(ASTM C204) (AASHTO T153)	328 / each
	Loss on Ignition, Moisture	(ASTM C311)	100 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Alkali Reactivity	(ASTM C441)	591 / each
	Standard Properties (Includes Tests Below)	(ASTM C618)	1,400 / set
	Fineness, No. 325 Sieve	(ASTM C430) (AASHTO T192)	100 / each
	Density	(ASTM C188) (ASTM C604) (AASHTO T133)	100 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	306 / each
	Strength Activity Index	(ASTM C109) (AASHTO T106)	247 / each
	Drying-Shrinkage (Mortar Bar Method)	(ASTM C157) (AASHTO T160)	247 / each
	Autoclave Expansion	(ASTM C151) (AASHTO T107)	247 / each
Available Alkali	(ASTM C311)	197 / each	
Miscellaneous Services	Wood Moisture Content		105 / each
	Hydraulic Ram Calibration, Less than 200 Ton		500 / each
	Hydraulic Ram Calibration, 200 Ton & Higher		600 / each
	Hydraulic Ram Calibration, Same Day Turnaround		120 / add.
	Petrographic Analysis		Quote on Request
	Ground Penetrating Radar	(ASTM C457, C295, C856, C1324, C1723)	Quote on Request
	Report Review (All Laboratory Test Results)		125 / each
	Report Review (Coring Results)		250 / each

CHANGE ORDER

Project: Candelas Slope Failure Repair Storm Sewer and Drains

Date of Issuance: 7/20/2023

Owner: **CIMARRON METROPOLITAN DISTRICT Change Order No.:6**

Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: CJBs Excavating

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A6 Earthwork, Concrete, Walls

Purpose of Change Order: Addition of portions of the project that were bid separately – Earthwork, Concrete, Walls

Attachments (List Documents Supporting Change): Bid Tab attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$259,003.83

Previous Change Orders:

No. 0 to No. 5

\$143,895.00

Contract Price Prior to this Change Order:

\$402,898.83

Net Increase of this Change Order:

\$492,177.50

Net Decrease of this Change Order:

\$0

Contract Price with All Approved Change

Orders:

\$895,076.33

CHANGE IN CONTRACT TIME:

Original Contract Time:

10/15/2023

Net Change from Previous Change Order:

30 Days

Contract Time Prior to this Change Order:

118 Days

Net Increase of this Change Order:

60 Days

Net Decrease of this Change Order:

0

Contract Time with all Approved Change

Orders:

4/13/2024

RECOMMENDED:

APPROVED:

APPROVED:

BY: Brandon Collins, PE Approved, Brian Daly [Signature]
 Engineer 10/13/23 BY Owner BY Contractor

Cimarron Metropolitan District
Candelas Filing 1
Slope Failure Repair Earthwork, Concrete, Walls
Bid Schedule

Contractor:	CJB's Excavation	Owner:	Cimarron Metropolitan District
			c/o CEGR Law
			44 Cook Street, Suite 620
			Denver, CO 80206

Item Code	Item Description	Unit	Qty	Unit Price	Extension
General Items					
1	Mobilization & Insurance	LS	1	\$1,250.00	\$1,250.00
2	Bonds	LS	1		\$0.00
Subtotal General Items					\$1,250.00
Erosion Control					
3	Silt Fence	LF	532	\$4.80	\$2,553.60
4	Sediment Control Log	LF	532	\$0.00	\$0.00
5	Inlet Protection	EA	6	\$120.00	\$720.00
6	Permanent Seed	AC	1	\$4,860.00	\$4,860.00
7	Erosion Control Blanket	AC	1	\$8,500.00	\$4,250.00
8	Vehicle Tracking Control	EA	1	\$2,000.00	\$2,000.00
Subtotal Erosion Control					\$14,383.60
Earthwork					
9	Cut to Fill	CY	1,538		\$51,550.00
Subtotal Earthwork					\$51,550.00
Concrete					
10	2' Concrete Drain Pan	LF	489	\$25.50	\$12,469.50
11	Relocate Existing Chase Drain	EA	1	\$1,895.00	\$1,895.00
12	Attached 5' Sidewalk	LF	278	\$61.50	\$17,097.00
13	Demo Existing Detached Walk	LF	278	\$18.30	\$5,087.40
14	Remove Existing ADA Ramp	EA	1	\$200.00	\$200.00
Subtotal Concrete					\$36,748.90
Walls					
16	Modular Block Retaining Wall	FF	2,353	\$165.00	\$388,245.00
Subtotal Walls					\$388,245.00
Total					\$492,177.50

Contractor		Title:	Owner
Representative	Cliff Ball	Date:	09/29/2023

CHANGE ORDER

Project: Candelas Slope Failure Repair Storm Sewer and Drains

Date of Issuance: 7/20/2023

Owner: **CIMARRON METROPOLITAN DISTRICT Change Order No.:7**

Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: CJBs Excavating

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A6 Bench Work as Requested by Coggins

Purpose of Change Order: Coggins request for additional bench work for ability to finish work and protect house safely.

Attachments (List Documents Supporting Change): Invoice/Proposal attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$259,003.83

Previous Change Orders:

No. 0 to No. 6

\$636,072.50

Contract Price Prior to this Change Order:

\$895,076.33

Net Increase of this Change Order:

\$2,020.00

Net Decrease of this Change Order:

\$0

Contract Price with All Approved Change Orders:

\$897,096.33

CHANGE IN CONTRACT TIME:

Original Contract Time:

10/15/2023

Net Change from Previous Change Order:

30 Days

Contract Time Prior to this Change Order:

178 Days

Net Increase of this Change Order:

0 Days

Net Decrease of this Change Order:

0

Contract Time with all Approved Change Orders:

4/13/2024

RECOMMENDED:

BY: Tanna Boisvert

Engineer Rep

APPROVED:

By: Approved, Brian Daly

Owner

APPROVED:

By: Chris Bann

Contractor

Tanna Boisvert

From: CJB's LLC <cjbllc94@gmail.com>
Sent: Friday, October 20, 2023 5:29 PM
To: Tanna Boisvert
Subject: Additional bench work invoice Tract A6 from CJB's LLC

INVOICE 1136 DETAILS

CJB's LLC

DUE 11/19/2023

\$2,020.00

[Review and pay](#)

Powered by QuickBooks

Dear CM Tann Boisvert,

We appreciate your business. Please find your invoice details here. Feel free to contact us if you have any questions.

Have a great day!
CJB's LLC

Bill to CM Tann Boisvert
IDE Services

Terms Net 30

Mobilization \$200.00

Line item includes the following;
Mobilization of ski loader to Tract A6 to extend bench for Coggins..

1 X \$200.00

Sub-Grade Prep \$1,820.00

Line item includes the following;
Grade out/extend bench for Coggins. Coggins stated the bench was not wide enough for there fork lifts out-riggers.

Coggins provided a detail with dimension's for the original bench. CJB's constructed access bench per Coggins original detail.

- Fuel
- Skid loader
- Labor

1 X \$1,820.00

Subtotal	\$2,020.00
Tax	\$0.00
Total	\$2,020.00
Balance due	\$2,020.00

Tract A6 additional bench work for Coggins.

Review and pay

CJB's LLC

CHANGE ORDER

Project: Candelas Slope Failure Repair Storm Sewer and Drains

Date of Issuance: 7/20/2023

Owner: **CIMARRON METROPOLITAN DISTRICT Change Order No.:8**

Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: CJBs Excavating

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A4 Bench Construction for Coggins Work

Purpose of Change Order: Bench for Coggins Equipment Staging.

Attachments (List Documents Supporting Change): Invoice/Proposal attached.

CHANGE IN CONTRACT PRICE:

Original Contract Price:
\$259,003.83

Previous Change Orders:
No. 0 to No. 7
\$638,092.50

Contract Price Prior to this Change Order:
\$897,096.33

Net Increase of this Change Order:
\$13,340.00

Net Decrease of this Change Order:
\$0

Contract Price with All Approved Change
Orders:
\$910,436.33

CHANGE IN CONTRACT TIME:

Original Contract Time:
10/15/2023

Net Change from Previous Change Order:
30 Days

Contract Time Prior to this Change Order:
178 Days

Net Increase of this Change Order:
0 Days

Net Decrease of this Change Order:
0

Contract Time with all Approved Change
Orders:
4/13/2024

RECOMMENDED:

BY: Tanna Boisvert
Engineer Rep

APPROVED:

Approved, Brian Daly
BY: [Signature]
Owner

APPROVED:

BY: [Signature]
Contractor

CHANGE ORDER

Project: Candelas Slope Failure Reticulated Micro-Pile Wall

Date of Issuance: 8/23/2023

Owner: **CIMARRON METROPOLITAN DISTRICT** **Change Order No.:** 2

Address: 8390 E. Crescent Parkway, Suite 300 Greenwood Village, CO 80111

Contractor: Coggins & Sons, Inc.

Owner's Representative: IDESLLC

You are directed to make the following changes in the Contract Documents:

Description: Tract A4 Soldier Caisson Wall.

Purpose of Change Order: To provide permanent soil retention.

Attachments (List Documents Supporting Change): Proposal and wall design.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$255,963.00

Previous Change Orders:

No. 0 to No. 1

\$

Contract Price Prior to this Change Order:

\$274,963.00

Net Increase of this Change Order:

\$1,352,520.00

Net Decrease of this Change Order:

\$0

Contract Price with All Approved Change

Orders:

\$1,672,483.00

CHANGE IN CONTRACT TIME:

Original Contract Time:

10/26/2023

Net Change from Previous Change Order:

10 Days

Contract Time Prior to this Change Order:

11/5/2023

Net Increase of this Change Order:

30 Days

Net Decrease of this Change Order:

0

Contract Time with all Approved Change

Orders:

12/5/2023

RECOMMENDED:

BY: _____
Engineer

APPROVED:

Approved, Brian Daly
By: _____

Owner

APPROVED:

By: _____
Contractor



“REVISED” PERMANENT EARTH RETENTION PROPOSAL

October 5, 2023

Brian Daly
 Cimmaron Metropolitan District
 355 Union Blvd.
 Lakewood, CO 80228
 720-635-0778
bdaly@mylandsteward.com

RE: Candelas Tract A-4
 Arvada, CO

This proposal has been based on verbal correspondence and AUTO CAD files provided by CTL Thompson and a site geotechnical report provided by CTL Thompson dated 8/31/23.

A. PROPOSAL INCLUDES AND IS CONTINGENT UPON THE FOLLOWING:

1. The design & installation of a drilled in place soldier caisson wall, permanent tiebacks connected to a concrete cap beam.
2. Final Review and Acceptance of Coggins & Sons Design parameters by CTL Thompson. If design parameters change this proposal will be revised accordingly.
3. This system has been designed based on information provided verbally by CTL Thompson, Inc. This system results in about 15 kips per linear foot at existing grade of slope (about elevation 5750) and about 15 kips per liner foot at depth of movement shown by inclinometer TB5 (about elevation 5716). From estimated calculations, it was determined the hillside global factor of safety increased from the designed resisting system outlined above. Due to unknowns, such as groundwater, it is difficult to predict specifically what factor of safety increase occurs in the field with construction of outlined system above. The hillside stability will increase but to what extent of factor of safety at end of construction will be difficult to calculate.
4. Test hole boring and inclinometer logs provided by CTL Thompson (CTL) via email on August 31, 2023, in the area of ground movement. No specific geotechnical strength results were provided, only verbal recommendation from CTL based upon correlations from blow counts and experience in the area. From these logs and CTL input, depth of movement , extent of ground movement, and geotechnical properties were estimated.
5. The contractor should be aware and make allowances for movement and settlement of the existing adjacent structure. Coggins and Sons will not take responsibility for repairs required to the existing structures due to settlement or movement. Contractor/owner should carry an allowance for repairs.
6. The **current price and availability of materials** at the time this proposal has been issued and is subject to schedule and or price modifications if shortages and/or price increases occur. Coggins & Sons Inc. reserves the right to re-evaluate the material prices once we have received a letter of intent.
7. **8-hour work days five days a week.**

8. **Excavation Contractor must provide a dedicated piece of equipment for access and create working benches as required.**
9. One mobilization.
10. Insurance will be provided per Coggins & Sons present limits.

B. PROPOSAL **EXCLUDES** THE FOLLOWING AND SHALL BE LISTED UNDER **EXCLUSIONS** IN ANY SUBCONTRACT ENTERED INTO:

1. **Damage to existing sidewalks, landscaping etc.**
2. **Subsurface perimeter drain:** subsurface perimeter drain drawings were not observed in the DD package which may dictate a deeper excavation.
3. **Water Source:** Contractor shall supply a water source **on site, near the work area adequate for construction use.**
4. **Utility Conflicts:** Costs for utility conflicts which may interfere with the earth retention or tieback installation.
5. **Potholing for utilities:** "Potholing" for such utilities will be invoiced at cost plus (15%). This also will include any time for the Supervisor or labor time required to accurately locate utilities and any additional time required will be paid per Coggins & Sons attached rates.
6. **Removal, relocation or protection of any existing utility above or below ground which may interfere with the installation of the earth retention system.**
7. **Power lines closer than legally permissible are to be removed or de-energized.**
8. **Private locates and / or video camera of existing utilities.**
9. **Damage to existing sewer laterals:** Damage to sewer laterals that are in conflict with the earth retention installation. Laterals are to be disconnected and capped at the main line prior to construction. Contractor to provide video to Coggins & Sons showing this work has been performed.
10. **Easements to encroach into adjacent properties.**
11. **Over excavation:** Over Excavation or perimeter drain below bottom of footing elevation. If additional excavation is required, which would cause additional depth to the shoring, additional cost will be incurred.
12. Any earth retention requirements not mentioned in this proposal.
13. **Construction Site de-watering:** Site de-watering shall be performed (by others, if required) prior to the start of the shoring installation. This is required to prevent hydrostatic head or create potential areas of failure during the shoring installation.
14. **Credit given for OCIP / CCIP insurance program. Coggins & Sons, Inc. will provide a credit for these programs only in the amount provided by our insurance carrier. Coggins & Sons will only be responsible for our current deductible required by our insurance carrier of \$5,000.00. Additional deductible amounts are the responsibility of the contractor. No credits or deducts will be provided for excess / umbrella coverage.**
15. Project specific drug testing and or orientation will be invoiced at cost plus 15%. All badging and or background checks will be invoiced at cost plus 15%.
16. **Handrail system.**
17. **Permits:** The cost of any fees, permits, monitoring, surveys, or easements associated with the project.
18. **Layout:** Layout will be provided (by others) at outside face of shoring (face of wood lagging) and include layout points at all corners, turn points & 50'-0" on center between points.
19. **Materials testing:** if needed, shall be provided by others at no additional cost to Coggins & Sons Inc.
20. **All Excavation:** Excavator shall provide safe access for all equipment, material and concrete trucks moving under their own power to and from each work location. This includes all working benches provided no less than 25'-0" in width and cuts shall be made no greater than 5'-0" in height or less if ground conditions dictate. Excavator shall work in close coordination with Coggins & Sons Inc. as not to cause delay to the earth retention operations. Excavator shall provide, on a daily basis, all back fill requirements to shoring wall as needed.
21. **Any back-fill requirements:** All Back-fill requirements shall be provided, by others on a daily basis as required for back filling of the earth retention system.

22. **Obstruction removal:** Obstruction removal (requiring the use of carbide rock augers or core barrels) during drilling operations will be invoiced at **\$650.00 / hr.** plus 15 % on all materials (flow fill etc.).
23. **Removal of the system once installed.**
24. **Any costs associated with drilling through and / or handling of contaminated soils.**
25. **Maintenance of excavated slopes or runoff water:** This shall be dealt with by others as not to cause washouts behind or near the earth retention walls.
26. **Street Cleaning:** Full time safety representative, fencing, sanitary facilities, trash dumpsters, traffic control, and street cleaning.
27. **Concrete wash out:** Contractor shall provide concrete wash out and / or Eco-pans at no additional cost to Coggins & Sons.
28. **Removal of drilling spoils from the site.**
29. **Overtime:** This proposal has been based on a five-day work week 8 hour per day.
30. **Design for surcharge loading:** (i.e., Cranes, pump trucks, stockpiles, etc.) unless specific criteria has been provided at the time of bid. This includes any surcharge loading for RTD.

C. BID QUALIFICATIONS

1. **The exact quantities included in this proposal will be as reflected on Coggins & Sons drawings when issued and shall be the basis for quantity and scope of our work included in the subcontract.**
2. Any delays caused by others will be invoiced at the rates per the attached sheet for equipment and personnel.
3. **Parking for one company truck per drill rig on site shall be allowed by the contractor. This will be required to maintain up keep and drilling operations.**
4. **Time for completion is 48 working days from mobilization and shall be included in the subcontract agreement. This work excludes, drilling through manmade obstructions, delays by others, weather or unforeseen conditions.**
5. A bond will be furnished, if required, with premium to be paid for by others prior to mobilization. A bond rate of .09% to the final contract amount will apply.
6. Progress payments shall be made on a monthly basis throughout the construction process. The progress payments shall include costs for all materials purchased and/or fabricated.
7. If additional engineering is required, after drawings have been issued, this shall be invoiced at the rate of \$190.00 / hr. This includes all time to adjust anchor locations for utility conflicts as mentioned in paragraph B item #1.
8. The governing law of the subcontract shall be, by the state of Colorado.
9. A minimum two weeks, upon receiving a letter of intent, until final stamped earth retention drawing can be issued.
10. Prior to the acceptance of this proposal, Coggins & Sons Inc. would enjoy the opportunity to review this proposal and scope of work.

LUMP SUM COST

\$1,352,520.00

(BASED ON THE ABOVE QUALIFICATIONS)

Sincerely,

Coy Coggins
ccoggins@cogginsandsons.com
 9512 Titan Park Circle
 Littleton, CO 80125
 (303) 791-9911 / Fax: (303) 791-0967

COGGINS & SONS, INC.



Caisson Drilling, Excavation Shoring, Tieback Anchors

October 19, 2023

Brian Daly
bdaly@mylandsteward.com
 720.635.0778

Cimmaron Metropolitan District
 355 Union Boulevard
 Lakewood, CO 80228

Re: Candelas Tract – A4
 Arvada, CO

As requested, Coggins & Sons, Inc. (Coggins) proposes installing a system to enhance the resistance of the existing slope at the above referenced site. Please reference our proposal dated October 5, 2023.

Coggins received test hole boring and inclinometer logs from CTL Thompsons (CTL) via email on August 31, 2023. The borings were completed in the area of observed ground movement. No specific geotechnical strength results were provided, only verbal recommendation from CTL based upon correlations from blow counts and experience in the area. Geotechnical strength parameters utilized are as follows: In situ Unit weight 125 pcf, Phi angle = 16 degrees, and Cohesion = 0 psf. Based on CTL borings, it was assumed that the inclinometer shear surface is the estimated depth of movement.

Coggins designed a resisting system which incorporates drilled shafts, tieback anchors, and cap beam to resist estimated forces produced by ground movement. Chosen location of the cap beam system was discussed between CTL and Coggins via phone calls. In general, the civil elevation contour 5740 was chosen as location of the bottom of concrete cap. This contour is located about 61 feet from the west property line at the south end. This location allowed sufficient length for the tieback anchors not to cross the property line located to the west. The tieback anchors would stay located in Tract – A4 which is desired by the ownership group. Please see attached plan view and corresponding cross section.

Coggins calculated the proposed system results in about 15 kips per linear foot of resisting force at existing grade of slope (about elevation 5740) and about 15 kips per liner foot resisting force at depth of movement shown by inclinometer TB5 (about elevation 5716). Coggins calculations determined the hillside global factor of safety increased from the designed restraining system outlined above. Due to unknowns, such as groundwater, it is difficult to predict specific factor of safety increase occurs in the field with construction of outlined system above. The hillside stability will increase but to what extent is unknown and difficult to calculate.

COGGINS & SONS, INC.



Caisson Drilling, Excavation Shoring, Tieback Anchors

Coggins request clarifications on the following questions prior to mobilization or a bench cut into the hill side.

1. Based on the drill logs, CTL has provided It was assumed that the inclinometer shear surface is the estimated depth of movement. Can CTL Confirm this is correct?
2. Can CTL confirm that the proposed earth retention system is to be installed along the 5740'-0" elevation contour south end – 5736'-0" elevation contour north end (top of drilled shaft / bottom of concrete cap shaft will be at 5740'-0" – 5736'-0")?
3. Can CTL confirm they agree with the following geotechnical parameters assumed for design purposes?
 - a. Unit Weight of 125 pcf
 - b. Phi Angle of 16 degrees
 - c. Cohesion 0 psf
4. A resisting force of 15 kips per Linear foot has been calculated at elevation 5740'-0" and 15 kips per linear foot at the depth of movement shown by inclinometer TB5 (about elevation 5716'-0"). Can CTL confirm this force is adequate?
5. Our calculations determined the hillside global factor of safety increased from the designed restraining system outlined above. Due to unknowns, such as groundwater, it is difficult to predict specific factor of safety increase occurs in the field with construction of outlined system above. The hillside stability will increase but to what extent is unknown and difficult to calculate. With this unknown factor of safety does CTL feel comfortable moving forward with the proposed earth retention system?
6. Moving the earth retention system down the hill to elevation contours (5740'-0" – 5736'-0"), has CTL performed an analysis of the slope remaining above the earth retention system to determine if the slope will remain in place and not trigger a slide from the existing rear lot lines to the proposed earth retention system? This will need to be confirmed prior to a working bench being installed.

If you have questions, please contact us.

Sincerely,

John H. Hart, P.E., D.GE
P.E. (CO, ID, SD, WY, UT)

Coggins and Sons, Inc.
9512 Titan Park Circle
Littleton, CO 80125
CELL: 303-828-6983
jhart@cogginsandsons.com

NOT VALID WITHOUT DATE & ORIGINAL SIGNATURE

CANDELAS - TRACT - A4
CIMMARON METROPOLITAN DISTRICT
355 UNION BOULEVARD
LAKEWOOD, CO 80228
PH: 720.635.0778

COGGINS & SONS, INC.

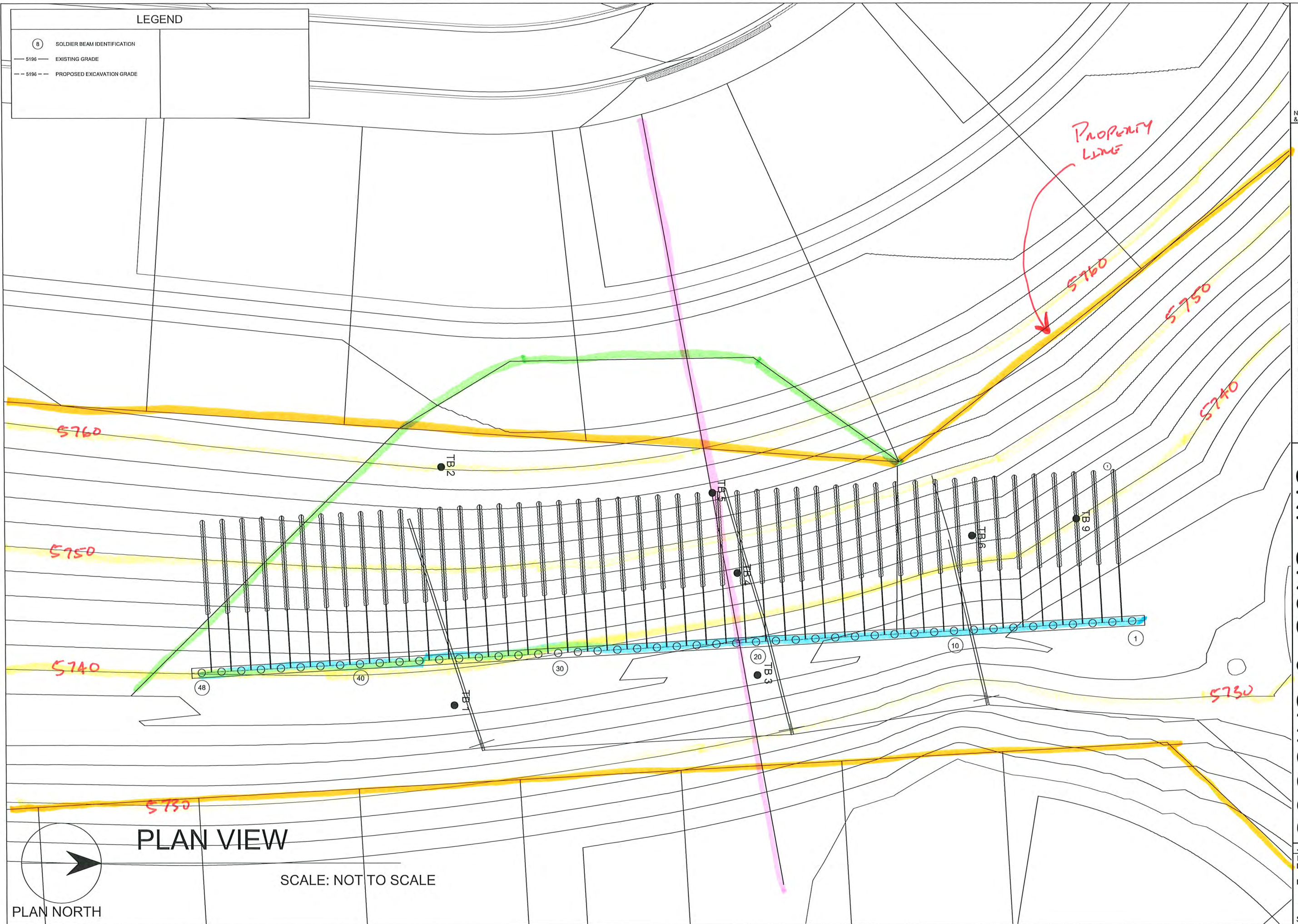
9512 TITAN PARK CIRCLE
LITTLETON, COLORADO 80125
TEL: 303-791-9911 FAX: 303-791-0967

JOB NO. : BID
ISSUED: 10-09-2023
DWN BY: JHH

DWG. NO.
XBS-X
SHT. X OF X

LEGEND

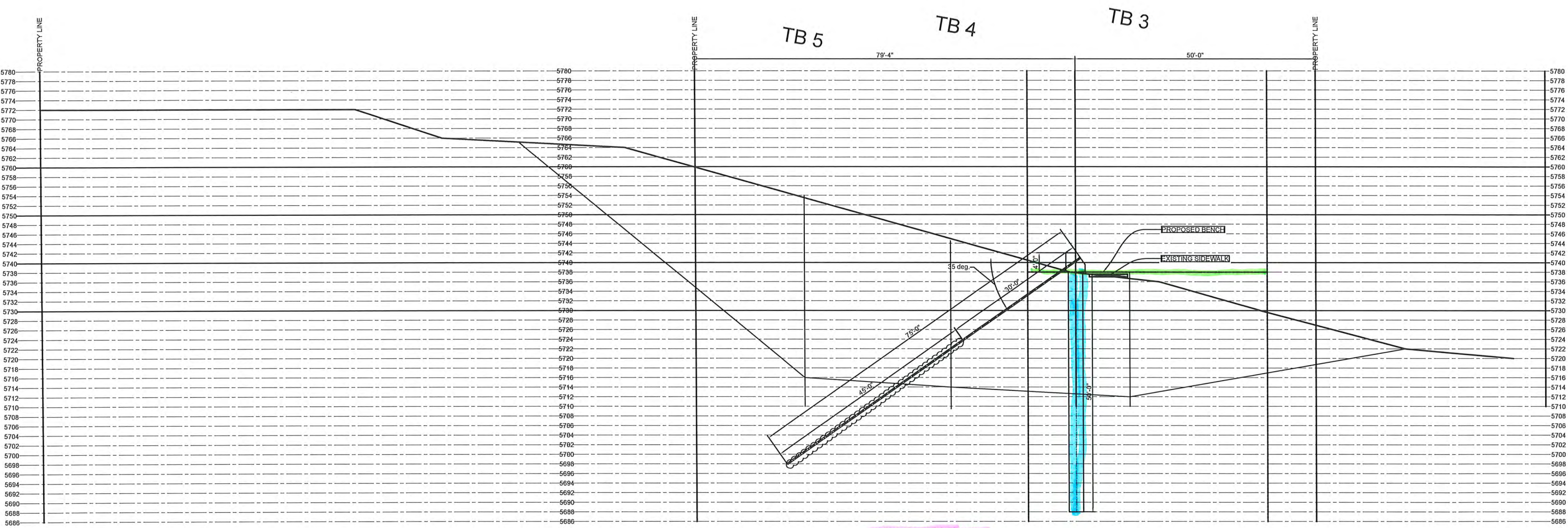
- ⊙ SOLDIER BEAM IDENTIFICATION
- 5196 — EXISTING GRADE
- - 5196 - - PROPOSED EXCAVATION GRADE



PLAN VIEW

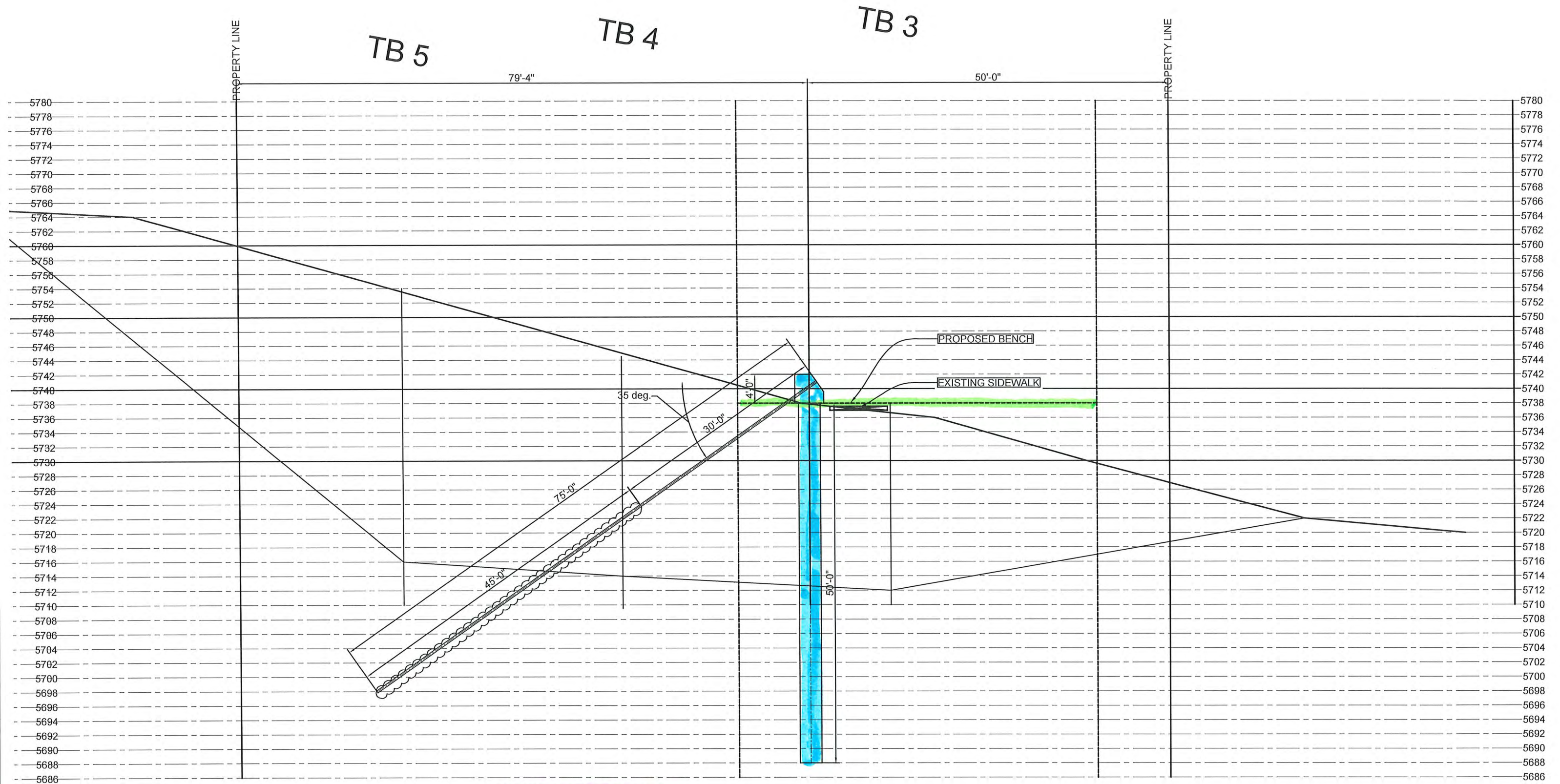
SCALE: NOT TO SCALE

PLAN NORTH



CROSS SECTION

48 - 3' DRILED SHAFTS @ 8 FT ON CENTER
47 - 60' TIEBACK ANCHORS @ 8 FT ON CENTER
CAP BEAM - 385 FT - ABOUT 230 YARDS
1" = 10'-0"



CROSS SECTION

48 - 3' DRILED SHAFTS @ 8 FT ON CENTER
47 - 60' TIEBACK ANCHORS @ 8 FT ON CENTER
CAP BEAM - 385 FT - ABOUT 230 YARDS

1" = 10'-0"

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.** 27

CONSULTANT CTL Thompson

TASK ORDER REFERENCE: Task Order 27 Submittal

TASK ORDER NAME: Tract A6 TO25 Overage of \$12,562.60 and an additional \$15,000 for Observation, and Coordination to complete project.

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

BASIS OF COMPENSATION: Proposal attached

SCHEDULE: As construction requires

AGREEMENT PRICE RECONCILIATION:

Previously Approved Change Orders/Amendments/Task Orders \$ 1,731,548.00

Task Order Price – Task Order No. 27 \$ 27,562.60

Total of Agreement Prices including this Task Order \$ 1,759,110.60

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 10/23/23

Approved by Approved, Brian Daly Date _____

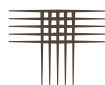
The undersigned agrees to the above terms and conditions:

CTL Thompson
Consultant

Date

Authorized Agent

Title



PROPOSAL

October 11, 2023

Cimarron Metropolitan District
 c/o Independent District Engineering Services
 355 Union Boulevard, Suite 302
 Lakewood, Colorado 80228

Attention: Brian Daly

Subject: Proposal for
 Additional Geotechnical Consultation
 Candelas, Filing No. 1, Tract A4 Landslide
 North of West 94th Drive and West 95th Avenue
 Arvada, Colorado
 Proposal No. DN 23-0314-CM1

CTL|Thompson, Inc. (CTL|T) presents this proposal to provide additional consultation and field observations of slope movement and mitigation repairs in Tract A4 north of West 94th Drive and West 95th Avenue within Candelas, Filing No. 1. Slope movement has been observed near the rear of Lots 9, 10, and 11 within Block 24 (9474, 9482, and 9484 Noble Way, respectively), across Tract A4, to potentially the rear of Lots 6, 7, 8, 9, and 10, Block 18 (9529, 9537, 5939, 9547, and 9549 Nile Way, respectively).

Additional consultation includes observing installation of the interceptor drain on the slide, additional groundwater readings, slope inclinometer measurements, meeting LIDAR consultant, and periodic observations of tieback wall installation by Coggins & Sons on Tract A6. Additional stability analysis will be conducted to assist in the design of a tie-back wall for Tract A4. The anticipated additional services are described in the Contract Modification No. 1.

We will use the data from our exploratory borings groundwater and slope inclinometer data to evaluate the effect of the interceptor drain, assess the need for additional mitigation, and develop conceptual mitigation alternatives, such as a tieback wall. It will likely be necessary to engage a contractor to provide cost estimates for the potential alternatives. A civil engineer may also be needed to assess possible site grading changes. Additional services from our firm may be necessary to supplement the design process, and for construction monitoring.

This proposal includes \$12,562.60 in overage from the previous task order, \$8,820 for the LIDAR analysis, and \$15,000 in additional services for a total of \$36,382.60. We will provide the initial services described on a unit rates basis in accordance with our current Fee Schedule in Exhibit A. If you would like us to proceed, please return an executed copy of the Agreement, or authorize us to proceed subject to the terms of the Agreement. We look forward to working with you on this project. If you have questions, please call or email.

Very truly yours,

CTL|THOMPSON, INC.

Alan J. Lisowy, P.E.
 Denver Branch Manager
alisowy@ctlthompson.com

Attachments: Contract Modification No. 1

Via email: bdaly@mylandsteward.com
tboisvert@idesllc.com

[CTL|Thompson, Inc.](#)

[Denver](#), [Fort Collins](#), [Colorado Springs](#), [Glenwood Springs](#), [Pueblo](#), [Summit County](#) – Colorado
[Cheyenne](#), Wyoming and [Bozeman](#), Montana

CONTRACT MODIFICATION NO. 1

Contract CTL|Thompson, Inc. entered into a SERVICE AGREEMENT to perform professional services for CIMARRON METROPOLITAN DISTRICT c/o INDEPENDENT DISTRICT ENGINEERING SERVICES, 355 Union Boulevard, Suite 302, Lakewood, Colorado 80228, subsequently referred to as “Client.” The SERVICE AGREEMENT is dated August 4, 2023 (DN-23-0314).

Project The SERVICE AGREEMENT is to provide engineering services in connection with Candelas, Filing No. 1, Tract A4 Landslide, North of West 94th Drive and West 95th Avenue, Arvada, Colorado, referred to as “Project”.

Scope The scope of services in the SERVICE AGREEMENT requires modification. The scope of services is modified to include the following:

GEOTECHNICAL INVESTIGATION

1. Conduct additional inclinometer readings for the existing inclinometers on Tract A6 and A4 on weekly or bi-weekly basis.

Measure the depth to groundwater in existing groundwater wells on Tract A6 and A4 on a weekly or bi-weekly basis.

Perform construction observation during interceptor drain installation on Tracts A4 and A6 and periodic observations during tieback wall installation on Tract A4.
2. Perform global stability analysis to evaluate effect of interceptor drain installation with regard to design of a tieback wall for Tract A4. Stability analyses will also be performed for other potential mitigation measures, if merited.
3. Analyze the results of our field and laboratory data and prepare an letter which will include:
 - a. A site plan showing the locations of borings and existing site features;
 - b. Descriptions of existing site conditions;
 - c. Graphical summary logs of borings indicating soil types and groundwater levels;
 - d. Laboratory test results in graphic and tabular form, including previous data;
 - e. Results of global stability analysis for the existing slope configuration; and
 - f. Discussion of potential causes of slope movement and possible mitigation of slope movement.

A PDF report will be provided upon completion of the investigation, signed by a Professional Engineer registered in the State of Colorado. Paper copies are available upon request.

CONTRACT MODIFICATION NO. 1

Terms and Conditions

The Terms and Conditions of the SERVICE AGREEMENT are incorporated into and made part of this modification.

Fee

CTL|T agrees to provide the additional services, this proposal includes \$12,562.60 in overage from the previous task order, \$8,820 for the LIDAR analysis, and \$15,000 in additional services for a total of \$36,382.60.

Authorization

CTL|T

Client



Signature

Alan J. Lisowy, P.E.

Signature

Printed Name

Denver Branch Manager

Printed Name

Title

October 11, 2023

Title

Date

Date

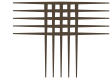


EXHIBIT A

Fee Schedule

Personnel¹	Engineering Technician I	75 / hour
	Engineering Technician II / Administrative Assistant	80 / hour
	Engineering Technician III / CADD / Draftsperson	85 / hour
	Senior Engineering Technician	110 / hour
	Environmental Technician	90 / hour
	Staff Engineer / Geologist / Scientist	120 / hour
	Project Engineer / Geologist / Scientist	135 / hour
	Project Manager	155 / hour
	Associate	190 / hour
	Principal	230 / hour
	Senior Principal	290 / hour
	Expert Consultation / Witness	Quote on Request
	¹ Applies to analysis and preparation of reports, calculation time, travel, consultation, sample preparation and direct supervision of the CTL T project, when not covered by task specific pricing.	
Field Investigation Services	Drilling and Sampling with a 4-inch Solid-Stem Auger	210 / hour
	Drilling and Sampling with Hollow-Stem Auger	225 / hour
	Drilling and Sampling with Track-Mounted Rig or Rotary Drill	Cost + 15%
	Drilling Rig Mobilization	
	Metro Area	Hourly Rate
	Outlying Areas (Over 75 Miles)	2.90 / mile
	Auto or Pickup Mileage (Out of Town Mobilization)	100 / hour
	Labor, Out-of-Town Living Expenses, Travel Costs, Equipment Rental, Subconsultants, Supplies	Cost + 15%
	Coring (2 Hour Minimum)	175 / hour
	Deflection Testing - Benkelman Beam, Operator & Truck	250 / hour
	Bond Testing	150 / hour
Specialized Testing and Services	Environmental Services	
	Environmental Assessment, Remediation Design, Underground Storage Tanks, Drilling and Sampling, Methane Hazard, Compliance Assistance, Site Audits, Hazmat Surveys	Quote on Request
	Industrial Hygiene and Safety Services	
	Indoor Air Quality, Asbestos Services, Lead Services, Exposure Assessments, Compliance Assistance, Training, Sampling, Program Development	Quote on Request
	Biological Services	
	Endangered Species Review, Wetlands Delineation, Environmental Assessments	Quote on Request
	Geophysical Services	
	Pier Integrity, Profiles by Reflection or Refraction, Resistivity Surveys, Dynamic Soil Properties	Quote on Request
	Specialized Testing Equipment Charges	
	Portable Drill Rig, Pressuremeter, Resistivity, Photoionization Device, Field Permeability, Down-Hole Moisture / Density	Quote on Request
	NDT Equipment (Pulse-Velocity, Windsor Probe Test System, Pachometer, Half-Cell)	44 / hour
	Torsional Strength Tests & Calibrations	
	Up to 1 million inch-pounds	Quote on Request

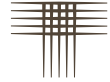


EXHIBIT A

Construction Observation and Materials Testing Services²	City / County of Denver Third Party Inspection (TPI)		85 / hour
	Earthwork Compaction Testing		85 / hour
	Standard Proctor	(ASTM D698)	135 / each
	Modified Proctor	(ASTM D1557)	145 / each
	Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each
	Grain Size Analysis, #200 sieve only	(ASTM D1140)	45 / each
	Atterberg Limits (LL & PI)	(ASTM D4318)	95 / set
	Drilled Pier Installation		80 / hour
	Asphalt Placement and Compaction		85 / hour
	Asphalt Coring (2 Hour Minimum)		175 / hour
	Asphalt Core Thickness (Per Core)		60 / each
	Asphalt Core Density (Per Lift)		60 / each
	Concrete Testing and Cylinder Pickup		70 / hour
	4x8 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	20 / cyl
	6x12 Cylinders Cast by CTL T	(ASTM C39) (AASHTO T22)	30 / cyl
	Cylinders Cast by Others	(ASTM C39) (AASHTO T22)	40 / cyl
	Flexural Beams		70 / beam
	Shotcrete, Includes Preparation and Report (Set of 5)		375 / set
	On Site Curing Service		300 / month
	Concrete Maturity Meter Method		3,000 / mix
	Data Loggers - Temperature or Maturity Probes		Cost + 15%
	Moisture Emissions or Relative Humidity Testing		90 / hour
	Moisture Kit or Probes		Cost + 15%
	Floor Flatness (FF and FL and/or 10-Foot Straightedge)		125 / hour
	Concrete Reinforcing Steel Placement Observation		80 / hour
	Masonry Special Inspection		90 / hour
	Proof Load of Anchor or Dowels		110 / hour
	Weld & Bolt Inspection		110 / hour
	Framing Observation		110 / hour
	Post Tension - Strand Observation - Elongation Measurements		90 / hour
	Dampproofing		90 / hour
	Insulation		90 / hour
	Sprayed on Fireproofing or Firestopping		110 / hour
Report Review / Supervision for Construction Observation and Materials Testing Services		60 / report	
Overtime Charge - Increase for work done on Saturday, Sunday, Holidays and off normal shift hours		25 / hour	
² Time is charged for travel, testing and observation and field report preparation (2-hour minimum trip charge). Fuel surcharge may be assessed on individual project basis, based on market conditions.			
Asphalt Concrete Laboratory Services	Core Density	(ASTM D2725) (AASHTO T166)	60 / each
	Core Thickness	(ASTM D3549)	60 / each
	Theoretical Maximum Density (Rice)	(ASTM D2041) (AASHTO T209)	130 / each
	Asphalt Content by Chemical Extraction and Gradation	(ASTM D2172 and D5444) (AASHTO T164)	275 / each
	Asphalt Content by Ignition Oven and Gradation	(ASTM D6307 and D5444) (AASHTO T308)	265 / each
	Superpave Gyrotory Compaction	(ASTM D6925) (AASHTO T312) (CDOT 5115)	60 / each
	Mixture Volumetrics Calculations	(CDOT 48)	60 / set
	Hveem Stability (Per Puck)	(CDOT 5106)	60 / each
	Resistance to Moisture Induced Damage (Lottman)	(ASTM D4867) (AASHTO T283) (CDOT 5109)	465 / each
	Sample Preparation Fees May Apply		Hourly Rate

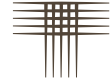


EXHIBIT A

Soil and Rock Laboratory Services	Soil Testing		
	Natural Moisture and Density	(ASTM D2216 and D7263)	20 / each
Grain Size Analysis, 1-inch to #200 sieve	(ASTM D3613)	60 / each	
Grain Size Analysis, #200 sieve only	(ASTM D1140)	45 / each	
Hydrometer Analysis	(ASTM D422)	95 / each	
Atterberg Limits (LL & PI)	(ASTM D4318)	85 / set	
Specific Gravity	(ASTM D854)	60 / each	
Standard Proctor Compaction Test	(ASTM D698)	135 / each	
Modified Proctor Compaction Test	(ASTM D1557)	145 / each	
Relative Density	(ASTM D4253 and D4254)	220 / each	
Soil Suction	(ASTM D5298)	60 / each	
One-Dimensional Swell Test	(ASTM D4546)		
Set up and Initial Load		55 / each	
With Load Back for Swell Pressure		65 / each	
One-Dimensional Time Consolidation Test	(ASTM D2435)		
Set up and Initial Load		185 / each	
Additional Increments		50 / each	
California Bearing Ratio (3 Points)	(ASTM D1883)	600 / each	
Hveem Stabilometer (3 Points)	(ASTM D2844)	600 / each	
Resilient Modulus	(AASHTO T307)	1,250 / each	
Water Soluble Sulfates	(CDOT CP-L2103)	55 / each	
pH	(AASHTO T289)	50 / each	
Electrical Resistivity (Natural Moisture & Saturated)	(ASTM G57)	120 / each	
Thermal Resistivity		900 / each	
Unconfined Compression - Soils	(ASTM D2166)	50 / each	
With Stress / Strain Curve		60 / each	
Direct Shear	(ASTM D3080)	140 / each	
Triaxial or Direct Shear Tests, per point			
Unconsolidated-Undrained	(ASTM D2850)	140 / each	
Consolidated-Undrained with Pore Pressure	(ASTM D4767)	480 / each	
Permeability			
Flexible Membrane (Triaxial Cell)	(ASTM D5084)	480 / each	
Remolded Sample (Falling or Constant Head)	(ASTM D2434)	300 / each	
Rock Testing			
Specific Gravity		55 / each	
Two-Cycle Slake-Durability, per point		115 / each	
Unconfined Compression, per point			
Peak Load Only		120 / each	
With Stress / Strain Curve, Static E, and Poisson's Ratio		Quote on Request	
Unconfined Compression - Rock Cores ³			
Peak Load Only		Quote on Request	
With MOE		Quote on Request	
With MOE and Poisson's Ratio		Quote on Request	
Triaxial Compression - NX Per Point		160 / each	
With Stress / Strain Curve, Static E and Poisson's Ratio		310 / each	
Point Load Test		60 / each	
³ Additional for Sample Preparation of Rock Cores		Hourly Rate	

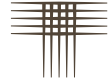


EXHIBIT A

Aggregate Laboratory Services			
	Moisture Content	(ASTM C566) (AASHTO T255)	35 / each
	Rodded Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Loose Unit Weight + Voids	(ASTM C29) (AASHTO T19)	60 / each
	Uncompacted Void Content	(ASTM C1252) (AASHTO T304)	130 / each
	Gradation Analysis (per Fraction)	(ASTM C136) (AASHTO T27)	60 / each
	Gradation Analysis (Pit-Run Samples, Larger than 12-inch)	(ASTM C136) (AASHTO T27)	100 / hour
	Passing No. 200 Sieve	(ASTM C117) (AASHTO T11)	45 / each
	Sand Equivalency	(ASTM D2419) (AASHTO T176) (CP 37)	115 / each
	Specific Gravity / Absorption		
	Fine Aggregate	(ASTM C128) (AASHTO T84)	60 / each
	Coarse Aggregate	(ASTM C127) (AASHTO T85)	60 / each
	Flat and Elongated Particles	(ASTM D4791) (CRD C119)	210 / each
	Fractured Face Determination		
	Fine Aggregate		340 / each
	Coarse Aggregate	(ASTM D5821) (AASHTO T335)	155 / each
	Organic Impurities	(ASTM C40) (AASHTO 721)	52 / each
	Clay Lumps and Friable Particles	(ASTM C142) (AASHTO T112)	95 / each
	Lightweight Particles - 2.0 or 2.4 Specific Gravity	(ASTM C123) (AASHTO T113)	225 / each
	Pop-out of Lightweight Aggregates	(ASTM C331 and C151)	315 / each
	Staining Test (Lightweight Aggregates)	(ASTM C641)	130 / each
	Sodium or Magnesium Soundness	(ASTM C88) (AASHTO T104)	
	5-Cycles ⁴		245 / each
	12-Cycles ⁴		500 / each
	Potential Reactivity	(ASTM C227) Withdrawn	2,000 / each
	Potential Reactivity - 14 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	900 / each
	Potential Reactivity - 28 Day	(ASTM C1260 or C1567) (CRD 662) (AASHTO T303)	1,000 / each
	Potential Reactivity - 1 Year	(ASTM C1293)	1,250 / each
	Alkali Carbonate Reactivity	(ASTM C1105)	1,210 / each
	Scratch Hardness	(CRD C130)	160 / each
	Micro Deval	(ASTM D6928) (AASHTO T327)	245 / set
	L.A. Abrasion		
	Small-Sized Aggregate	(ASTM C131) (AASHTO T96)	110 / each
	Large-Sized Aggregate	(ASTM C535)	145 / each
	Aggregate Freeze/Thaw		
	Fine Aggregate		375 / each
	Coarse Aggregate	(AASHTO T103)	375 / each
	Mill Abrasion	(UPBN / BNSF)	250 / each
	Insoluble Residue in Carbonate Aggregates	(ASTM D3042)	200 / each
	Desorption of Lightweight Aggregates	(ASTM C1761)	300 / each
	Chloride in Aggregate	(ASTM C1524)	225 / each
	Crushing		150 / sample
	Blending, Sampling and Miscellaneous Testing		100 / hour

⁴ "Rip Rap" Type sample add \$15 to \$25 depending on size.

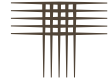


EXHIBIT A

Masonry and Dimensional Stone Laboratory Services	Block and Segmental Retaining Wall Units		
	Q-Block Test Series (Compressive, Dimensional, Absorption)	(ASTM C140)	330 / each
	Compressive Strength Tests (Set of 3)	(ASTM C140)	150 / set
	Dimension	(ASTM C140)	90 / set
	Density	(ASTM C140)	150 / set
	British Shrinkage (Set of 3)	(ASTM C426)	425 / set
	British Shrinkage - Additional Samples	(ASTM C426)	125 / each
	Fire Rating	(UL618)	225 / each
	Freeze/Thaw 100 Cycle	(ASTM C1262)	975 / each
	Freeze/Thaw 150 Cycle	(ASTM C1262)	1,425 / each
	Brick		
	Compressive Strength Tests (Set of 5)	(ASTM C67)	230 / set
	Coefficient of Saturation (Set of 5)	(ASTM C67)	190 / set
	Absorption Analysis (Set of 5)	(ASTM C67)	175 / set
	Initial Rate of Absorption (Set of 5)	(ASTM C67)	310 / set
	Efflorescence (Set of 5)	(ASTM C67)	150 / set
	Dimensional Analysis (Set of 5)	(ASTM C67)	100 / set
	Modulus of Rupture (Flexural Strength) (Set of 5)	(ASTM C67)	260 / set
	Freeze / Thaw, 50 cycle	(ASTM C67)	525 / each
	Adobe Brick Properties	(ASTM C67)	790 / each
	Mortar and Grout		
	Mortar Mix Properties (Includes 6 Cubes Per Mix)	(ASTM C780)	215 / mix
	Compressive Strength - Field Sampled Mortar (6 Cubes)	(ASTM C109)	150 / each
	Compressive Strength - Cored Grout (Includes Coring)	(ASTM C42) (ASTM C1019)	60 / each
	Compressive Strength Prisms		
	Hollow Prisms, Brick or Block	(ASTM C1314)	130 / each
	Grout Filled Prisms, Brick or Block	(ASTM C1314)	200 / each
	Dimensional Stone		
	Specific Gravity / Absorption	(ASTM C127) (AASHTO T85)	135 / each
	Compressive Strength	(ASTM C170)	500 / set
	Modulus of Rupture	(ASTM C99)	560 / set
	Freeze / Thaw	(ASTM D5312) (AASHTO T103)	900 / each
	Flexural Strength	(ASTM C880)	550 / set
Saw Cutting		105 / hour	
Steel Laboratory Services	Ultimate Tensile Strength (Including Post-Tension Strands)	(ASTM A370) (AASHTO T244)	150 / each
	Ultimate Tensile Strength & Percent Elongation	(ASTM A370) (AASHTO T244)	175 / each
	Ultimate Tensile Strength & Yield Tensile Strength	(ASTM A370) (AASHTO T244)	175 / each
	Ultimate Tensile Strength & Area Reduction	(ASTM A370) (AASHTO T244)	175 / each
	Torsional Strength Up to 1 million inch-pounds		Quote on Request
	Sample Preparation Fees May Apply		Hourly Rate

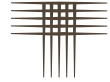


EXHIBIT A

Concrete Laboratory Services	Density / Absorption of Hardened Concrete	(ASTM C642)	125 / core
	Compressive Strength, Cylinders	(ASTM C39) (AASHTO T22)	
	4x8 Cylinders Cast by CTL T		20 / cyl
	6x12 Cylinders Cast by CTL T		30 / cyl
	Cylinders Cast by Others		40 / cyl
	Compressive Strength & Density, Core Samples	(ASTM C42) (AASHTO T24)	60 / each
	Flexural Strength, Beams	(ASTM C78, C293) (AASHTO T97, T177)	70 / each
	Splitting Tensile Test, Cylinders	(ASTM C496) (AASHTO T198)	65 / each
	Modulus of Elasticity Tests (Frame Method)	(ASTM C469)	450 / set
	Chloride Content, Chemical Analysis	(ASTM C1152)	110 / each
	Concrete Freeze / Thaw, 300 Cycles	(ASTM C666) (AASHTO T161)	2,200 / set
	Cracking Tendency of Concrete	(AASHTO T334)	2,000 / each
	Length Change of Hardened Concrete	(ASTM C157) (AASHTO T160)	350 / each
	Abrasion Resistance	(ASTM C779)	375 / each
	Chloride Ion Penetration / Rapid Chloride Permeability	(ASTM C1202) (AASHTO T277)	435 / each
	Surface Resistivity	(AASHTO T358)	325 / set
	Scaling Resistance	(ASTM C672)	1,250 / set
	Pulse Velocity	(ASTM C597)	125 / hour
	Blocking Assessment	(ASTM C1621)	60 / each
	Static Segregation	(ASTM C1610)	60 / each
Height Change of Hardened Concrete	(ASTM C1090)	500 / each	
Shear Bond	(ASTM C882)	600 / each	
Direct Tension of Cores	(ASTM D2936)	350 / each	
Electrical Conductivity	(ASTM 1760)	400 / each	
Mixing Fee - Required for Some Tests		550 / each	
Concrete Laboratory Trial-Mix Batches	3-Point Curve - Cylinders for Compressive Strength		2,400 / each
	3-Point Curve - Beams for Flexural Strength & Cylinders		2,550 / each
	CDOT Compressive Mix (Mix Only)		2,000 / each
	CDOT Flexural Mix (Mix Only)		2,100 / each
	Single Mix, Compressive Strength		1,500 / each
	Single Mix, Flexural Strength		1,600 / each
	Additional Compressive Strength Mixes		600 / each
	Additional Flexural Strength Mixes		700 / each
	Mini-Mixes		250 / each
	Time of Sets		75 / add.
	Mix with Lightweight Aggregate (Additional Charge per Mix)		150 / add.
	Maturity Meter Calibration & Report (Does not include probes)		3,000 / each
	Maturity Meter Probes		Cost + 15%
	Roller Compacted Concrete Mix		Quote on Request

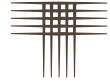


EXHIBIT A

Cement Laboratory Services	Sulfate Expansion	(ASTM C452)	710 / each
	Compressive Strength Tests (6 Cubes / Mix)	(ASTM C109) (AASHTO T106)	240 / set
	Additional Cubes	(ASTM C109) (AASHTO T106)	33 / each
	Flexural Strength - 3 Beams	(ASTM C348)	147 / set
	Time of Set: Vicat	(ASTM C191) (AASHTO T131)	192 / each
	Standard Properties	(ASTM C150)	800 / each
	Density	(ASTM C188) (AASHTO T133)	100 / each
	Blaine Fineness	(ASTM C204) (AASHTO T153)	110 / each
	False Set - Paste Method	(ASTM C191, C266, C359, C451, C807)	93 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	317 / each
	Autoclave Expansion	(ASTM C151) (AASHTO T107)	241 / each
	Sulfate Expansion	(ASTM C1012)	1,650 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Cement Content		819 / each
Pozzolan Laboratory Services	Blaine Fineness	(ASTM C204) (AASHTO T153)	328 / each
	Loss on Ignition, Moisture	(ASTM C311)	100 / each
	Air Content	(ASTM C185) (AASHTO T137)	160 / each
	Alkali Reactivity	(ASTM C441)	591 / each
	Standard Properties (Includes Tests Below)	(ASTM C618)	1,400 / set
	Fineness, No. 325 Sieve	(ASTM C430) (AASHTO T192)	100 / each
	Density	(ASTM C188) (ASTM C604) (AASHTO T133)	100 / each
	Chemical Analysis	(ASTM C114) (AASHTO T105)	306 / each
	Strength Activity Index	(ASTM C109) (AASHTO T106)	247 / each
	Drying-Shrinkage (Mortar Bar Method)	(ASTM C157) (AASHTO T160)	247 / each
Autoclave Expansion	(ASTM C151) (AASHTO T107)	247 / each	
Available Alkali	(ASTM C311)	197 / each	
Miscellaneous Services	Wood Moisture Content		105 / each
	Hydraulic Ram Calibration, Less than 200 Ton		500 / each
	Hydraulic Ram Calibration, 200 Ton & Higher		600 / each
	Hydraulic Ram Calibration, Same Day Turnaround		120 / add.
	Petrographic Analysis		Quote on Request
	Ground Penetrating Radar	(ASTM C457, C295, C856, C1324, C1723)	Quote on Request
	Report Review (All Laboratory Test Results)		125 / each
	Report Review (Coring Results)		250 / each

CIMARRON METRO DISTRICT PROFESSIONAL SERVICES AGREEMENT TASK ORDER

AGREEMENT TITLE Service Agreement for District Oversight Services

AGREEMENT NO. 1 **AGREEMENT DATE** 9/15/2010 **TASK ORDER NO.** 12

CONSULTANT IDES, LLC

TASK ORDER REFERENCE: Task Order 12 Submittal (attached)

TASK ORDER NAME: Filing 1 Tract A6 Slope Stability Services - \$14,216.33 overage from TO 10 and Additional Services

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 \$ 3,199,721.35

Task Order Price – Task Order No. 12 \$ 35,000.00

Total of Agreement Prices including this Task Order \$ 3,234,721.35

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 10/30/23

Approved by Approved, Brian Daly Date 10/30/23

The undersigned agrees to the above terms and conditions:

IDES LLC
Consultant
Tanna Boisvert
Authorized Agent

10/25/23
Date
Project Manager
Title



October 24, 2023

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

RE: IDES Task Order Twelve (12) Proposal for District Services for Filing 1 Tract A6 Mailbox Kiosk Relocation and Slope Failure Repairs.

Brian,

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide additional District Services (Services) for the Cimarron Metropolitan District (District) for the Filing 1 Tract A6 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 2024 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 October 2023 through December 30, 2023, are estimated to be \$35,000.

GENERAL COMPREHENSIVE SCOPE OF SERVICES / T&M BUDGET

Bidding and Contract Documents - \$5,000

In the event portions of the project require rebid due to contractors inability to preform, 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 – \$5,000

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 October 2023

October 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 OCTOBER 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 **\$228,884.07** 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
October 2023 Expenditures**

Vendor	Invoice ID	Invoice Date	Description	Invoiced Amount	District Expenditures	Non Eligible Expenses
Aztec Consultants	2023-10 CMD Aztec Inv	9/4/23	Slope 2 (Inv. #151146)	\$3,780.00	\$3,780.00	\$0.00
CTL Thompson	CMD-CTL680106	9/30/23	Slope 2 (Inv. #680106)	\$37,152.73	\$37,152.73	\$0.00
CJBs Excavating	2023-10 CMD CJBs PA2	9/30/23	Slope Stability (Pay Application #2)	\$15,887.89	\$15,887.89	\$0.00
CJBs Excavating	2023-10 CMD CJBs PA3	10/30/23	Slope 2 (Pay Application #3)	\$94,173.40	\$94,173.40	\$0.00
CJBs Excavating	2023-10 CMD CJBs PA3	10/30/23	Slope Stability (Pay Application #3)	\$2,574.50	\$2,574.50	\$0.00
Coggins & Sons, Inc.	2023-10 CMD Coggins PA1	9/30/23	Slope Stability (Pay Application #1)	\$48,916.70	\$48,916.70	\$0.00
Ground Engineering	2023-10 CMD Ground Inv	233560.0-4	Slope Stability (Inv. #233560.0-4)	\$285.00	\$285.00	\$0.00
IDES LLC	2023-10 CMD IDES Inv	9/30/23	District Engineering - Slope 2 (Inv. #059925)	\$7,368.17	\$7,368.17	\$0.00
IDES LLC	2023-10 CMD IDES Inv	9/30/23	District Engineering - Slope Stability (Inv. #059925)	\$7,544.43	\$7,544.43	\$0.00
Martin/Martin	2023-10 CMD MM Inv	9/13/23	Slope 2 (Inv. #22518.C.12-00001)	\$2,520.00	\$2,520.00	\$0.00
Stewardship Land Services, Ltd.	CMD-SLS1085	10/6/23	Monthly PM Services (Inv. #1085)	\$10,000.00	\$10,000.00	\$0.00
SWAP, LLC	2023-10 CMD SWAP Inv	9/30/23	Monthly PM Services (Inv. #08586)	\$681.25	\$681.25	\$0.00
Subtotal Expenditures				\$228,884.07	\$228,884.07	\$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 **\$228,884.07** **\$228,884.07** **\$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
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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	\$39,001.95
April 2015	\$695,031.32	\$598,795.42	\$96,235.90
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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
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December 2015	\$756,598.28	\$680,563.55	\$76,034.73
January 2016	\$800,728.96	\$580,315.96	\$220,413.00
February 2016	\$570,728.96	\$562,281.06	\$8,447.90
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
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December 2016	\$362,198.78	\$354,583.77	\$7,615.01
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	\$297,584.74	\$292,531.74	\$5,053.00
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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	\$1,279,980.58	\$139,125.03
January 2018	\$1,452,290.58	\$1,145,238.77	\$307,051.81
February 2018	\$1,204,019.62	\$1,062,806.59	\$141,213.03
March 2018	\$1,296,711.15	\$1,264,028.86	\$32,682.29
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	\$855,818.15	\$2,258.79
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	\$282,466.40	\$680.00
February-March 2019	\$764,290.61	\$764,290.61	\$0.00
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	\$119,466.09	\$119,466.09	\$0.00
July 2023	\$77,043.79	\$77,043.79	\$0.00
August 2023	\$98,965.13	\$98,965.13	\$0.00
September 2023	\$58,118.77	\$58,118.77	\$0.00
October 2023 (Current)	\$228,884.07	\$228,884.07	\$0.00
Total	\$118,222,131.21	\$108,465,308.38	\$9,756,822.83

Attachment B

Cimarron Metropolitan District October 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	\$0.00	\$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	\$165,240.00	\$0.00
454510 Electric	\$0.00	\$0.00
454520 Gas	\$0.00	\$0.00
454554 Electric	\$0.00	\$0.00
515115 Landscaping	\$2,710.00	\$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	-\$8,397.51	\$0.00
Subtotal Construction	\$159,552.49	\$0.00
Consulting		
212120 Bonding	\$0.00	\$0.00
222210	\$0.00	\$0.00
222220 Planning/Engineering	\$18,113.85	\$0.00
222230 Slope Stability	\$37,437.73	\$0.00
222240 Testing	\$0.00	\$0.00
222250 Survey	\$3,780.00	\$0.00
222320 Architecture	\$0.00	\$0.00
222330	\$0.00	\$0.00
252500	\$0.00	\$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	\$10,000.00	\$0.00
717150 Accounting	\$0.00	\$0.00
999990 Misc	\$0.00	\$0.00
Subtotal Consulting	\$69,331.58	\$0.00
Subtotal Capital	\$228,884.07	\$0.00



1626 Cole Blvd, Suite 125
Lakewood, CO 80401

Cimarron Metro District Verification of District Expenditures For November 2023

November 7, 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 NOVEMBER 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 **\$213,939.32** 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
November 2023 Expenditures**

Vendor	Invoice ID	Invoice Date	Description	Invoiced Amount	District Expenditures	Non Eligible Expenses
Aztec Consultants	2023-11 CMD Aztec Inv A	10/2/23	Tract A6 (Inv. #152424)	\$1,080.00	\$1,080.00	\$0.00
Aztec Consultants	2023-11 CMD Aztec Inv B	10/2/23	Tract A4 (Inv. #152424)	\$1,080.00	\$1,080.00	\$0.00
CJBs Excavating	2023-11 CMD CJBs PA4A	10/31/23	Tract A4 (Pay Application #4)	\$18,031.00	\$18,031.00	\$0.00
CJBs Excavating	2023-11 CMD CJBs PA4B	10/31/23	Tract A6 (Pay Application #4)	\$4,275.00	\$4,275.00	\$0.00
Coggins & Sons, Inc.	2023-11 CMD Coggins PA2	10/30/23	Tract A6 (Inv. #233560-D-5)	\$160,485.97	\$160,485.97	\$0.00
Ground Engineering	2023-11 CMD Ground Inv	233560-D-5	Tract A6 (Inv. #233560-D-5)	\$285.00	\$285.00	\$0.00
IDES LLC	2023-11 CMD IDES InvA	10/31/23	District Engineering - Tract A6 (Inv. #059926)	\$8,441.10	\$8,441.10	\$0.00
IDES LLC	2023-11 CMD IDES InvB	10/31/23	District Engineering - Tract A4 (Inv. #059926)	\$6,786.25	\$6,786.25	\$0.00
Martin/Martin	2023-11 CMD MM Inv	10/18/23	Tract A4 (Inv. #22518.C.12-00002)	\$3,475.00	\$3,475.00	\$0.00
Stewardship Land Services, Ltd.	CMD-SLS 1081	9/1/23	Monthly PM Services - ARP-004-Districts (Inv. #1081)	\$1,000.00	\$1,000.00	\$0.00
Stewardship Land Services, Ltd.	CMD-SLS 1081	9/1/23	Monthly PM Services - Tract A6 (Inv. #1081)	\$4,500.00	\$4,500.00	\$0.00
Stewardship Land Services, Ltd.	CMD-SLS 1081	9/1/23	Monthly PM Services - Tract A4 (Inv. #1081)	\$4,500.00	\$4,500.00	\$0.00
Subtotal Expenditures				\$213,939.32	\$213,939.32	\$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

\$213,939.32 \$213,939.32 \$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
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June 2018	\$1,243,153.54	\$1,159,638.12	\$83,515.42
July 2018	\$858,076.94	\$855,816.65	\$2,260.29
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	\$282,466.40	\$680.00
February-March 2019	\$764,290.61	\$718,820.50	\$47,470.11
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	\$119,466.09	\$119,466.09	\$0.00
July 2023	\$77,043.79	\$77,043.79	\$0.00
August 2023	\$98,965.13	\$98,965.13	\$0.00
September 2023	\$58,118.77	\$58,118.77	\$0.00
October 2023	\$228,884.07	\$228,884.07	\$0.00
November 2023 (Current)	\$213,939.32	\$213,939.32	\$0.00
Total	\$118,436,070.53	\$108,679,248.30	\$9,756,822.23

Attachment B

Cimarron Metropolitan District November 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	\$0.00	\$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	\$192,412.60	\$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	-\$9,620.63	\$0.00
Subtotal Construction	\$182,791.97	\$0.00
Consulting		
212120 Bonding	\$0.00	\$0.00
222210	\$0.00	\$0.00
222220 Planning/Engineering	\$18,987.35	\$0.00
222230 Slope Stability	\$0.00	\$0.00
222240 Testing	\$0.00	\$0.00
222250 Survey	\$2,160.00	\$0.00
222320 Architecture	\$0.00	\$0.00
222330	\$0.00	\$0.00
252500	\$0.00	\$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	\$10,000.00	\$0.00
717150 Accounting	\$0.00	\$0.00
999990 Misc	\$0.00	\$0.00
Subtotal Consulting	\$31,147.35	\$0.00
Subtotal Capital	\$213,939.32	\$0.00



CliftonLarsonAllen LLP
<https://www.claconnect.com>

Special Districts Master Services Agreement

Cimarron Metro District
9371 McIntrye Street, Arvada, CO, 80007
MSA Date: October 15, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for Cimarron Metro District (“you,” “your,” “board of directors” or “the district”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

Scope of professional services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal control as part of any services.

Board of director responsibilities

The board of directors of the district acknowledge and understand that our role is to provide the services identified in one or more SOWs issued per this MSA and that the board of directors of the district has certain responsibilities that are fundamental to our undertaking to perform the identified services. The district may engage CLA to perform management functions to help the board of directors of the district to meet your responsibilities, but the board of directors of the district acknowledges its role in management of the district.

Responsibilities and limitations related to nonattest services

For all nonattest services we may provide to you, you agree to oversee all management services; evaluate

the adequacy and results of the services; ensure that your data and records are complete; and accept responsibility for the results of the services. CLA and the district agree that the foregoing sentence is not intended and shall not be construed to be a limitation of liability for the benefit of CLA nor an exculpatory clause for the benefit of CLA. CLA is and will remain liable to the district for CLA's negligence and gross negligence in the work that it performs under this MSA or under any SOW.

Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures permitted by this MSA through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for making direct bank to bank wire transfers or ACH payments will be provided upon request.

Other Fees

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one percent (1.00%), which is an annual percentage rate of 12%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable if and as provided by Colorado law.

Limitation of remedies

Each party agrees that in no event shall the other party be liable for any indirect, special, incidental, consequential, punitive or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages related to CLA's acts or omissions in performance of our duties under the terms of this MSA or any SOW issued under this MSA.

Time limitation

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. Any legal or equitable action brought by the district to recover on a dispute shall be commenced within the applicable statute of limitations under Colorado state statutes and case law.

CLA shall be authorized to the following cash access services:

- Using any or a combination of the following methods and approval processes, we will pay your vendors and service providers based upon invoices that you have reviewed and approved:
 - Paper checks – we will prepare the checks for your approval and wet ink signature
 - Payments using Bill.com – we will only release payments after you have electronically approved and authorized such payments
 - ACH/Wire – we will use this method as needed/as requested, with your approval

We understand that you will designate one or more members of the board of directors to approve disbursements using the above methods.

- If applicable, access the entity credit card for purposes of purchasing products and services on your behalf up to a certain limit that will be discussed with you and documented separately
- Obtain administrator access to your bank accounts for purposes of performing the duties documented in our engagement letter identified above
- Take deposits to the bank that include cash
- If applicable, have access to cash-in-kind assets, such as coupons
- If applicable, initiate direct deposits or sign checks as part of the payroll processing function

Board of Directors' responsibilities relevant to CLA's access to your cash

All members of your board of directors are responsible for the processes below; however, we understand that you will designate one or more board of directors to review and give approvals for disbursements. All approvals must be documented in writing, either electronically or manually, then formally ratified in board meetings and documented in the meeting minutes.

- Approve all invoices and check payments
- Approve all new vendors and customers added to the accounting system
- Approve non-recurring wires to external parties
- Pre-approve for recurring wires, then board of directors will ratify approval
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid

- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations

Other provisions

Except as expressly permitted by the “Consent” section of this agreement, CLA shall not disclose any confidential, proprietary, or privileged information of the district or you to any person or party, unless the district or you authorizes us to do so, it is published or released by the district, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

You acknowledge and agree that this agreement and the pricing structure and billing rates of CLA are sensitive information which you shall not furnish or otherwise disclose to any third party without the prior written consent of CLA or as required by the Colorado Open Records Act, Section 24-72-200.1 et seq., C.R.S. (“CORA”).

Insurance:

CLA shall acquire and maintain in full force and effect, during the entire term of the MSA, the insurance coverages set forth in below in order to protect the district including its board of directors, and CLA from claims that arise out of or result from the operations under this MSA by the CLA or its affiliates or by anyone acting on their behalf or for which they may be liable. Failure to maintain the insurance policies shall be a material breach of this MSA and the district may request certificates of insurance reflecting the coverages outlined below.

- A. Workers’ Compensation Insurance
- B. Commercial General Liability Insurance
- C. Commercial Automobile Liability Insurance
- D. General Professional Liability
- E. Network Security (Cyber) Liability Insurance

F. Excess/Umbrella Liability Coverage

The relationship of CLA with the district shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

If applicable, accounting standards and procedures will be suggested that are consistent with those normally utilized in a district of your size and nature. Internal controls may be recommended relating to the safeguarding of the district's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

The district agrees that CLA will assume fiduciary responsibility on the district's behalf during the course of this agreement only if provided in SOWs issued under this MSA; and the parties, in entering into this MSA, do not intend to create an overarching fiduciary relationship.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, it is not appropriate for you to upload protected health information using such applications. All protected health information contained in a document or file that you plan to transmit to us via a web application must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all protected health information, please contact us to discuss other potential options for transmitting the document or file.

Annual Appropriation and Budget

The district does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. CLA expressly understands and agrees that the district's obligations under this MSA shall extend only to monies appropriated for the purposes of this MSA by the board of directors and shall not constitute a mandatory charge, requirement or liability in any ensuing fiscal year beyond the then-current fiscal year. No provision of this MSA shall be construed or interpreted as a delegation of governmental powers by the district, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the district or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this MSA shall be construed to pledge or to create a lien on any class or source of district funds. The district's obligations under this MSA exist subject to annual budgeting and appropriations, and shall remain subject to the same for the entire term of this MSA.

Governmental Immunity

Nothing in this MSA shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the district, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the district and, in particular, governmental immunity afforded or available to the district pursuant to the Colorado Governmental Immunity Act, §§ 24-10-101, et seq., C.R.S.

No Third-Party Beneficiaries

It is expressly understood and agreed that enforcement of the terms and conditions of this MSA, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties and nothing contained

in this MSA shall give or allow any such claim or right of action by any third party. It is the express intention of the Parties that any person other than Parties receiving services or benefits under this MSA shall be deemed to be an incidental beneficiary only.

Personal Identifying Information

During the performance of this MSA, the district may disclose Personal Identifying Information to CLA. “Personal Identifying Information” means a social security number; a personal identification number; a password; a pass code; an official state or government-issued driver’s license or identification card number; a government passport number; biometric data, as defined in § 24-73-103(1)(a), C.R.S.; an employer, student, or military identification number; or a financial transaction device, as defined in § 18-5-701(3), C.R.S. In compliance with § 24-73-102, C.R.S., CLA agrees to implement and maintain reasonable security procedures and practices that are: (i) appropriate to the nature of the Personal Identifying Information disclosed to CLA; and (ii) reasonably designed to help protect the Personal Identifying Information from unauthorized access, use, modification, disclosure, or destruction.

CLA agrees to report within twenty-four (24) hours to the district’s board of directors any Data Security Incidents that may result in the unauthorized disclosure of Personal Identifying Information. For the purposes of this MSA “Data Security Incident” is defined to mean any actual or reasonably suspected: (a) unauthorized use of, or unauthorized access to, CLA systems; (b) inability to access business and other proprietary information, data, or the CLA systems due to a malicious use, attack, or exploit of such business and other proprietary information or systems; (c) unauthorized access to, theft of, or loss of business and other proprietary information, or of storage devices that could reasonably contain such information; (d) unauthorized use of business and other proprietary information or data for purposes of actual or reasonably suspected theft, fraud, or identity theft; (e) unauthorized disclosure of business and other proprietary information or data.

Consent to use financial information

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this MSA will serve as your consent to use of Cimarron Metro District information, excluding Personal Identifying Information, in these cost comparison, performance indicator, and/or benchmarking reports.

Technology

CLA may, at times, use third-party software applications to perform services under this agreement. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

Colorado law requires special districts to maintain websites and further requires that certain documents which may be prepared by CLA to be uploaded to those websites. CLA specifically acknowledges and agrees that the district may upload to its website any documents prepared by CLA for the district and further, that those documents may be used in public meetings hosted by or to which the district is a party.

Counterpart Execution

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

Electronic Signatures

The parties consent to the use of electronic signatures pursuant to the Uniform Electronic Transactions Act, Sections 24-71.3-101, et seq., Colorado Revised Statutes, as may be amended from time to time. The MSA, and any other documents requiring a signature hereunder, may be signed electronically by the parties in a manner acceptable to the district. The parties agree not to deny the legal effect or enforceability of the MSA solely because it is in electronic form or because an electronic record was used in its formation. The parties agree not to object to the admissibility of the MSA in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

MSA Modification

The MSA may not be amended, altered, or otherwise changed except by a written agreement signed by authorized representatives of the parties.

Termination of MSA

Either party may terminate this MSA at any time by giving 30 days written notice to the other party. In that event, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Gigi Pangindian

Principal

(303) 265-7821

gigi.pangindian@claconnect.com

Response

This MSA correctly sets forth the understanding of Cimarron Metro District and is accepted by:

CLA
CLA

Gigi Pangindian

Gigi Pangindian, Principal

SIGNED 11/15/2023, 2:35:43 PM CST

Client
Cimarron Metro District

SIGN:

Brian Mulvany, President

DATE:



Special Districts Public Management Services Statement of Work

Date: October 20, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Cimarron Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Lisa A. Johnson is responsible for the performance of the engagement and other services identified in this agreement.

Scope of Management Services

CLA will perform the following services for the district:

District Board of Directors (“Board”) Meetings

- Coordination of board meetings
- Meeting attendance: district manager and/or designee will attend board meetings
- Preparation and distribution of agenda and informational materials as requested by the district
- Drafting of meeting minutes as assigned for approval by the board of directors
- Preparation and posting of notices required in conjunction with the meetings

Recordkeeping

- Maintain directory of persons and organizations for correspondence
- Repository of district records and act as custodian of records for purposes of CORA (as that term is defined in the district’s Resolution Designating an Official Custodian for Purposes of the Colorado Open Records Act, Sections 24-72-201 et seq., C.R.S.)

Communications

- 24/7 answering services
- Website administration; CLA will oversee maintenance of the district's website as needed and requested by the district
- Assist with or lead the coordination of communication with municipal, county, or state governmental agencies as requested by the district

General Administration

- Coordination with district's insurance provider including insurance administration, comparison of coverage, processing claims, and completion of applications
- Coordination of insurance policy renewals and updates for approval by the district's board of directors
- In collaboration with district counsel, ensure contractors and sub-contractors maintain the required insurance coverage as required by the district
- Under the direction of the board of directors, supervise project processes and vendors as assigned by the board
- Coordinate with legal, accounting, engineering, auditing and other consultants retained by the district as directed by the board (CLA itself will not and cannot provide legal services)
- Assist with or lead the coordination efforts with municipal, county, or state governmental agencies as requested by the district
- Coordinate the administration of the district's rules and regulations as requested by the board
- Under the direction of district legal counsel, coordinate election processes for the district; CLA will not serve as the Designated Election Official ("DEO")

Accounts Payable Services to be Provided

- Coordinate review and approval of invoices with district accountant and board to ensure timely payment to vendors

In addition to these services, when, in the professional opinion of the district manager, other services are necessary, the district manager shall recommend the same to the board or perform such services and report to the board the nature of such services, the reason they were required, and the result achieved; provided however, with the exception of emergencies, that if such additional services are expected to cost more than \$2,000, the district manager shall discuss such costs with the board and receive prior authorization to perform such services.

Fees and terms

Billing rates guaranteed through December 31, 2024:

Services performed by	Rate per hour
Principal	\$320-\$460
Public Manager	\$190-\$265
Assistant Public Manager	\$150-\$180
Public Management Analyst	\$145-\$170
District Administrator	\$140-\$180
Records Retention Professional	\$110-\$155

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the "Act"). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Lisa A. Johnson
Principal
17205523696
lisa.johnson@claconnect.com

Response

This SOW correctly sets forth the understanding of Cimarron Metro District and is accepted by:

CLA
CliftonLarsonAllen LLP

Lisa A. Johnson

Lisa A. Johnson, Principal

SIGNED 11/16/2023, 6:24:54 PM CST

Client
Cimarron Metro District

SIGN:

Tonia Joyner, President

DATE:



Special Districts Preparation Statement of Work

Date: November 15, 2023

This agreement constitutes a Statement of Work (“SOW”) to the Master Service Agreement (“MSA”) made by and between CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) and Cimarron Metro District (“you,” “your,” “board of directors” or “the district”) dated October 15, 2023 or any superseding MSA. The purpose of this SOW is to outline certain services you wish us to perform through December 31, 2024 in connection with that agreement.

Scope of professional services

Gigi Pangindian is responsible for the performance of the preparation engagement and other services identified in this agreement. They may be assisted by one or more of our authorized signers in the performance of the preparation engagement.

Ongoing normal accounting services:

- Outsourced accounting activities
 - For each fund of the district, CLA will generally prepare and maintain the following accounting records:
 - Cash receipts journal
 - Cash disbursements journal
 - General ledger
 - Accounts receivable journals and ledgers
 - Deposits with banks and financial institutions
 - Schedule of disbursements
 - Bank account reconciliations
 - Investment records
 - Detailed development fee records

- Process accounts payable including the preparation and issuance of checks for approval by the board of directors
- Prepare billings, record billings, enter cash receipts, and track revenues
- Reconcile certain accounts regularly and prepare journal entries
- Prepare depreciation schedules
- Prepare annual financial statements and supplementary information, but not perform a compilation with respect to those financial statements; additional information is provided below
- Prepare a schedule of cash position to monitor the district's cash deposits, funding for disbursements, and investment programs in accordance with policies established by the district's board of directors and in accordance with state law
- At the direction of the board of directors, assist with the coordination and execution of banking and investment transactions and documentation
- Prepare the annual budget and assist with the filing of the annual budget
- Assist the district's board of directors in monitoring actual expenditures against appropriation/budget
- If an audit is required, prepare the year-end financial statements (additional information is provided below) and related audit schedules for use by the district's auditors
- If an audit is not required, prepare the Application for Exemption from Audit, perform a compilation engagement with respect to the Application for Exemption from Audit, and assist with the filing of the Application for Exemption from Audit – additional information is provided below
- Monitor compliance with bond indentures and trust agreements, including preparation of continuing disclosure reports to the secondary market as required
- Review claims for reimbursement from related parties prior to the board of directors' review and approval
- Read supporting documentation related to the district's acquisition of infrastructure or other capital assets completed by related parties for overall reasonableness and completeness
 - Procedures in excess of providing overall reasonableness and completeness will be subject to a separate SOW

- These procedures may not satisfy district policies, procedures, and agreements' requirements
 - Note: our procedures should not be relied upon as the final authorization for this transaction
- Attend board meetings as requested
 - Be available during the year to consult with you on any accounting matters related to the district
 - Review and approve monthly reconciliations and journal entries prepared by staff
 - Reconcile complex accounts monthly and prepare journal entries
 - Analyze financial statements and present to management and the board of directors
 - Develop and track key business metrics as requested and review periodically with the board of directors
 - Document accounting processes and procedures
 - Continue process and procedure improvement implementation
 - Report on cash flows
 - Assist with bank communications
 - Perform other non-attest services

Compilation services

If an audit is not required, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement with respect to the Application for Exemption from Audit.

Preparation services - financial statements

We will prepare the annual financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable of the district, which comprise the balance sheet – governmental funds and the related statement of revenues, expenditures, and changes in fund balance – general fund. The financial statements will not include the related notes to the financial statements; the government-wide financial statements; the statement of revenues, expenditures, and changes in fund balances – governmental funds; statement of cash flows for business type activities, if applicable; and required supplementary information.

Preparation services - annual

If an audit is required, we will prepare the year-end financial statements of the government wide

governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information if applicable, and Management Discussion and Analysis, if applicable, which collectively comprise the basic financial statements of the district, and the related notes to the financial statements. The year-end financial statements, including the related notes to the financial statements, will be prepared for use by the district's auditors.

Preparation services – prospective financial information (i.e., unexpired budget information)

You have requested that we prepare the financial forecast, which comprises the forecasted financial statements identified below.

A financial forecast presents, to the best of management's knowledge and belief, the entity's expected financial position, results of operations, and cash flows for the forecast period. It is based on management's assumptions reflecting conditions it expects to exist and the course of action it expects to take during the forecast period.

The financial forecast will omit substantially all of the disclosures required by the guidelines for presentation of a financial forecast established by the American Institute of Certified Public Accountants (AICPA presentation guidelines) other than those related to the significant assumptions.

The supplementary information accompanying the financial forecast will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial forecast.

References to financial statements in the remainder of this SOW are to be taken as a reference to also include the prospective financial information, where applicable.

Engagement objectives and our responsibilities

The objectives of our engagement are to:

- a) Prepare annual financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP), except for the departures from U.S. GAAP identified above, based on information provided by you and information generated through our outsourced accounting services.
- b) As requested, apply accounting and financial reporting expertise to assist you in the presentation of your annual financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements in order for them to be in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.
- c) Prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105 based on information provided by you.
- d) Apply accounting and financial reporting expertise to assist you in the presentation of the annual budget without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the annual budget in order for the annual budget to be in

accordance with requirements prescribed by Colorado Revised Statutes C.R.S. 29-1-105.

- e) If an audit is required, prepare the year-end financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you.
- f) If applicable, we will complete the Application for Exemption from Audit in the form prescribed by the Colorado Office of the State Auditor and perform a compilation engagement on the application.

We will conduct our preparation and compilation engagements in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

Engagement procedures and limitations

We are not required to, and will not, verify the accuracy or completeness of the information provided to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements, the annual budget, the Application for Exemption from Audit (if an audit is not required), the year-end financial statements (if an audit is required), and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any misstatements in the annual financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements, including misstatements caused by fraud or error, or to identify or disclose any wrongdoing within the district or noncompliance with laws and regulations. However, if any of the foregoing are identified as a result of our engagement, we will promptly report this information to the board of directors of the district. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement, but will promptly report them to the board of directors of the district if they are identified. You agree that we shall not be responsible for any misstatements in the district's financial statements, the annual budget, the Application for Exemption from Audit, and the year-end financial statements that we may not identify as a result of misrepresentations made to us by you.

Our report

The compilation report on the Application for Exemption from Audit will state that management is responsible for the accompanying application included in the prescribed form, that we performed a compilation of the application, that we did not audit or review the application, and that, accordingly, we do not express an opinion a conclusion, nor provide any form of assurance on it. The report will also state that the Application for Exemption from Audit is presented in accordance with the requirements of the Colorado Office of the State Auditor and is not intended to be a presentation in accordance with accounting principles generally accepted in the United States of America. The report will include a statement that the report is intended solely for the information and use of the Colorado Office of the State Auditor and is not intended to be and should not be used by anyone other than this specified party and may not be suitable for another purpose.

There may be circumstances in which the report may differ from its expected form and content. If, for any reason, we are unable to complete the compilation on the Application for Exemption from Audit (if an audit is not required), we will not issue report on the Application for Exemption from Audit as a result of this engagement.

No assurance statements

The annual financial statements prepared for the district will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

As part of our preparation of financial statements each page of the financial statements and supplementary information will include the following statement: “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 if applicable, For business type activities, the Statement of Cash Flows has been omitted”.

If an audit is required, the year-end financial statements prepared for use by the district’s auditors will not be accompanied by a report. However, management agrees that each page of the year-end financial statements will include a statement clearly indicating that no assurance is provided on them.

Management responsibilities

The financial statement engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP and assist management in the presentation of the financial statements in accordance with U.S. GAAP, except for the departures from U.S. GAAP identified above.

The annual budget engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105 and assist management in the presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105.

The Application for Exemption from Audit engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor and assist management in the presentation of the Application for Exemption from Audit in accordance with the requirements prescribed by the Colorado Office of the State Auditor.

We are required by professional standards to identify management’s responsibilities in this agreement. Professional standards define management as the persons with executive responsibility for the conduct of the district’s operations and may include some or all of those charged with governance. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement in accordance with SSARs:

- a) The selection of the financial reporting framework to be applied in the preparation of the financial statements, the annual budget, and the Application for Exemption from Audit.
- b) The preparation and fair preparation of the financial statements in accordance with U.S. GAAP, except as identified as above, the preparation and fair presentation of the annual budget in accordance with the requirements prescribed by Colorado Revised Statutes C.R.S. 29.1.105, and the preparation and fair presentation of the Application for Exemption from Audit (if applicable) in accordance with the requirements prescribed by the Colorado Office of the State Auditor.
- c) The presentation of the supplementary information.
- d) The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that are free from material misstatement, whether due to fraud or error.
- e) The prevention and detection of fraud.
- f) To ensure that the entity complies with the laws and regulations applicable to its activities.
- g) The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- h) To provide us with the following:
 - i) Access to all information relevant to the preparation and fair presentation of the financial statements, and the annual budget, the Application for Exemption from Audit (if applicable) such as records, documentation, and other matters.
 - ii) Additional information that may be requested for the purpose of the engagement.
 - iii) Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable).

For all accounting services we may provide to you, including the preparation of your financial statements, the annual budget, and the Application for Exemption from Audit (if applicable), management agrees to assume all management responsibilities; oversee the services by designating an individual (i.e., the board treasurer); evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

Fees and terms

Billing rates guaranteed through **December 31, 2024**:

Services performed by	Rate per hour
Principal	\$300-\$600
Consulting CFO	\$290-\$400
Consulting Controller	\$240-\$380
Assistant Controller	\$210-\$290
Senior	\$150-\$220
Staff	\$130-\$190
Administrative Support	\$120-\$170

Subsequent to the billing rate guarantee date, the rates may be adjusted as agreed between you and CLA through a new SOW.

Our professional fees will be billed based on the degree of responsibility and contribution of the professionals working on the engagement. We will also bill for expenses (including internal and administrative charges) plus a technology and client support fee of five percent (5%) of all professional fees billed.

Use of financial statements, the annual budget, the Application for Exemption from Audit

The financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) are for management's use. If you intend to reproduce and publish the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) and our report thereon, they must be reproduced in their entirety. Inclusion of the financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) in a document, such as an annual report or an offering document, should be done only with our prior approval of the document. You are responsible to provide us the opportunity to review such documents before issuance.

With regard to the electronic dissemination of financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) that have been subjected to a compilation engagement, including financial statements, the annual budget, and the Application for Exemption from Audit (if applicable) published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial

statements should not be relied on or distributed.

Municipal advisors

For the avoidance of doubt, the district is not engaging CLA as a municipal advisor, and CLA is not a municipal advisor as defined in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act or under Section 158 of the Securities Exchange Act of 1934 (the “Act”). CLA is not recommending an action to you, is not acting as an advisor to you, and does not owe a fiduciary duty to you pursuant to Section 158 of the Act with respect to the information and material contained in the deliverables issued under this engagement. You should discuss any information and material contained in the deliverables with any and all internal and external advisors that you deem appropriate before acting on this information or material.

Agreement

We appreciate the opportunity to provide the services described in this SOW related to the MSA. All terms and provisions of the MSA shall apply to these services. If you agree with the terms of this SOW, please sign below and return a signed copy to us to indicate your acknowledgment and understanding of, and agreement with, this SOW.

CliftonLarsonAllen LLP

Gigi Pangindian

Principal

(303) 265-7821

gigi.pangindian@claconnect.com

Response

This SOW correctly sets forth the understanding of Cimarron Metro District and is accepted by:

CLA
CLA

Gigi Pangindian

Gigi Pangindian, Principal

SIGNED 11/15/2023, 2:36:20 PM CST

Client
Cimarron Metro District

SIGN:

Brian Mulvany, President

DATE:



Renewal Documents and Invoice 1/1/2024 to EOD 12/31/2024

Acceptance of this coverage is evidenced only by payment of the enclosed invoice by January 1, 2024.

The following renewal documents are attached where applicable:

1. Invoice: Payment is due upon receipt. Please return a copy of the invoice with your payment to ensure that it is applied correctly. We have attached a Coverage Contribution instructions sheet which provides details about your payment.
2. Comparison of Annual Contributions.
3. Deductible Options:
 - Provides the difference in cost by coverage line if you were to increase or decrease the deductible for that specific coverage.
4. Quote for Excess Liability limits for your consideration:
 - Limits of up to \$8 million, in excess of the primary \$2 million Liability limit, are available. Although the primary \$2 million Liability limit is sufficient to cover the CGIA tort cap, we do recommend you consider purchasing higher limits primarily due to special districts' unlimited liability to federal civil rights, discrimination, harassment, whistle blowing, and other employment-related practices claims.
5. Coverage Declaration Pages: Informational page summarizing the key points about the coverage provided including limits and deductible descriptions for all coverage provided. Full coverage forms will be available at csdpool.org/documents by January 1, 2024.
6. Schedules: Lists of exposures and values.
7. Certificates of coverage: Originals are mailed directly to the Certificate Holders.
8. Automobile identification cards: Hard copies will be mailed.



Property and Liability Coverage Invoice

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.	Entity ID	Effective Date	Expiration Date	Invoice Date
24PL-60924-2373	60924	1/1/2024	EOD 12/31/2024	10/24/2023

Coverage	Contribution
General Liability	\$3,810.00
Property	\$45,669.00
Crime	\$178.00
Non-Owned Auto Liability	\$132.00
Hired Auto Physical Damage	\$65.00
Equipment Breakdown	\$3,160.00
No-Fault Water Intrusion & Sewer Backup	\$308.00
Public Officials Liability	\$1,163.00
Excess	\$1,407.00
Pollution	\$0.00

Total Contribution	\$55,892.00
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Estimated Annualized Contribution (for budgeting purposes only) \$55,892.00

Please note: where included above, Hired Auto Physical Damage and Non-Owned Auto Liability are mandatory coverages and may not be removed. No-Fault Water Intrusion & Sewer Backup coverage may only be removed with completion of the No-Fault Opt Out Endorsement.

The following discounts are applied (Not applicable to minimum contributions):

7.55% Continuity Credit Discount

8% Multi Program Discount for WC Program Participation

Payment Due Upon Receipt

The total contribution includes a 10% Commission, which calculates to \$5,589.20, paid to the broker reflected above.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Remit checks to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Payment Instructions

The annual contribution for coverage with the Pool is due upon receipt of this invoice. We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 PO Box 1539
 Portland, OR 97207

For express or overnight mail services, please use the address below:

[Our office is moving December 1, 2023, so we have two addresses for a short time:](#)

[Use our current address until November 30, 2023:](#)

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 1800 SW 1st Ave, Suite 400
 Portland, OR 97201

[Starting December 1, 2023, use the following address:](#)

Colorado Special Districts Property and Liability Pool
 c/o McGriff Insurance Services, LLC
 5400 Meadows Road, Suite 240
 Lake Oswego, OR 97035

To ensure your payment is accurately applied, always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Let us know if you wish to use this method and we will be happy to provide you with the instructions.

In accordance with the Intergovernmental Agreement (IGA), you have sixty (60) days after the due date shown on the invoice to make your contribution payment. If you fail to make payment, automatic cancellation of coverage will occur on the 61st day. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

Annual Comparison of 2024 and 2023 contributions.
Loss Ratios based on participation years from 2016 to 2023

Cimarron Metropolitan District

Year	Contribution
2024	\$55,892.00
2023	\$54,923.00
Difference	\$969.00
% Difference	1.76%

General Liability	Contribution	TOE
Yr. 2024	\$3,810.00	\$490,000.00
Yr. 2023	\$3,985.00	\$651,000.00
Difference	-\$175.00	NaN
% Difference	-4.39%	0.00%
Loss Ratio	46.42%	

Equipment Breakdown	Contribution
Yr. 2024	\$3,160.00
Yr. 2023	\$3,117.00
Difference	\$43.00
% Difference	1.38%
Loss Ratio	0.00%

Auto Liability	Contribution	Auto Count
Yr. 2024	\$132.00	0
Yr. 2023	\$132.00	0
Difference		0
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Crime	Contribution
Yr. 2024	\$178.00
Yr. 2023	\$176.00
Difference	\$2.00
% Difference	1.14%
Loss Ratio	0.00%

Auto Physical Damage	Contribution	TIV
Yr. 2024	\$65.00	\$0.00
Yr. 2023	\$65.00	\$0.00
Difference		\$0.00
% Difference	NaN	0.00%
Loss Ratio	0.00%	

Public Officials Liability	Contribution	EE Count
Yr. 2024	\$1,163.00	0
Yr. 2023	\$1,163.00	0
Difference	\$0.00	0
% Difference	0.00%	0.00%
Loss Ratio	0.00%	

Property/Inland Marine	Contribution	TIV
Yr. 2024	\$45,669.00	\$21,936,674.00
Yr. 2023	\$44,506.00	\$21,555,994.00
Difference	\$1,163.00	\$380,680.00
% Difference	2.61%	1.77%
Loss Ratio	22.34%	

Excess Liability	Contribution
Yr. 2024	\$1,407.00
Yr. 2023	\$1,457.00
Difference	-\$50.00
% Difference	-3.43%
Loss Ratio	0.00%

Earthquake	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

Flood	Contribution
Yr. 2024	\$0.00
Yr. 2023	\$0.00
Difference	\$0.00
% Difference	0.00%
Loss Ratio	0.00%

No Fault	Contribution
Yr. 2024	\$308.00
Yr. 2023	\$322.00
Difference	-\$14.00
% Difference	-4.35%
Loss Ratio	0.00%



Deductible Options

Cimarron Metropolitan District

Based on Coverage 24PL-60924-2373 data as of 10/24/2023

Auto Liability	
	\$55,892.00

General Liability	
\$0.00	\$4,278.00
\$500.00	\$3,810.00
\$1,000.00	\$3,700.00
\$2,500.00	\$3,589.00
\$5,000.00	\$3,478.00
\$7,500.00	\$3,436.00
\$10,000.00	\$3,367.00

Auto Physical Damage	
Comprehensive and Collision Deductibles	
Both	\$55,892.00

Property	
Property and Inland Marine Deductibles (IM Max	
Both \$250.00	\$54,154.00
Both \$500.00	\$46,398.00
Both \$1,000.00	\$45,669.00
Both \$2,500.00	\$45,032.00
Both \$5,000.00	\$44,565.00
Property \$7,500.00	\$44,104.00
Property \$10,000.00	\$43,531.00
Property \$25,000.00	\$41,527.00
Property \$50,000.00	\$39,505.00
Property \$100,000.00	\$37,142.00
\$5,000)	

No-Fault	
\$500.00	\$308.00
\$1,000.00	\$216.00
\$2,500.00	\$200.00
\$5,000.00	\$154.00
\$7,500.00	\$139.00

Public Officials Liability	
EPLI \$100,000 &:	
POL \$1,000.00	\$1,163.00
POL \$2,500.00	\$1,163.00
POL \$5,000.00	\$1,163.00
POL \$7,500.00	\$1,163.00
POL \$10,000.00	\$1,163.00
POL \$1,000 &:	
EPLI \$5,000.00	\$2,566.00
EPLI \$7,500.00	\$2,290.00
EPLI \$10,000.00	\$2,014.00
EPLI \$25,000.00	\$1,462.00
EPLI \$50,000.00	\$1,186.00
EPLI \$100,000.00	\$1,163.00

Equipment Breakdown	
\$1,000.00	\$3,160.00
\$2,500.00	\$3,096.00
\$5,000.00	\$2,812.00
\$7,500.00	\$2,749.00
\$10,000.00	\$2,654.00



2024 Excess Liability Options Proposal

This Proposal Does Not Bind Coverage

This report demonstrates what it would cost your district to increase coverage from your current limit of liability to a higher limit.

Named Member: Cimarron Metropolitan District

Certificate Number: 24PL-60924-2373

<u>Excess Limit</u>	<u>Annual Excess Contribution</u>	<u>Change in Contribution</u>
\$1,000,000	\$747	-\$660
\$2,000,000	\$1,083	-\$324
\$3,000,000	\$1,245	-\$162
\$4,000,000	\$1,302	-\$105
\$5,000,000*	\$1,407	\$0
\$6,000,000	\$1,516	\$109
\$7,000,000	\$1,750	\$343
\$8,000,000	\$2,000	\$593

* This is your current excess limit.

Note: This is not your Coverage Document. It was created solely for informational purposes.

10/24/2023



Public Entity Liability and Auto Physical Damage Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool PEL 01 01 24

Certificate Number: 24PL-60924-2373

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Coverage Period: 1/1/2024 to EOD 12/31/2024

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage is provided only for those coverages indicated below for which a contribution is shown.

Coverage	Per Occurrence Limit	Annual Aggregate Limit	Deductible	Contribution
Public Entity Liability Coverage including:	\$2,000,000	None		
General Liability	Included	None	\$500	\$3,810
Medical Payments - Premises	\$10,000	None	None	Included
Employee Benefits Liability	Included	None	\$500	Included
Public Officials Liability	Included	None	\$1,000	\$1,163
Employment Practices Liability	Included	None	*\$100,000	Included
Pre Loss Legal Assistance	\$3,500	\$7,000	None	Included
No-Fault Water Intrusion & Sewer Backup	\$200,000 limited to \$10,000 Any One Premises	***\$1,000,000	\$500	\$308
Cyber	\$200,000	**\$200,000	\$1,000	Included
Fiduciary Liability	\$200,000	**\$200,000	\$1,000	Included
Excess Liability - Coverage agreements	\$5,000,000	None	None	\$1,407
Auto Liability	No Coverage	No Coverage	N/A	No
Medical Payments – Auto	No Coverage	No Coverage	N/A	No
Non-Owned and Hired Auto Liability	Included	None	None	\$132
Uninsured/Underinsured Motorists Liability	No Coverage	No Coverage	N/A	No
Auto Physical Damage	No Coverage	No Coverage	N/A	No
Hired Auto Physical Damage	\$50,000	N/A	\$500/\$500	\$65
Auto Physical Damage - Employee Deductible	\$2,500	N/A	None	Included
Total Contribution				\$6,885

*Employment Practices Liability Deductible: 50% of loss including Indemnity and Legal Expenses subject to a maximum deductible of \$100,000 each occurrence.

**A \$5,000,000 All Member Annual Aggregate Limit shall apply to Cyber.

**A \$1,000,000 All Member Annual Aggregate Limit shall apply to Fiduciary Liability.

***No-Fault Water Intrusion & Sewer Backup has \$1,000,000 All Member Annual Aggregate Limit.

Additional Endorsements applicable to Member:

Additional Covered Member - Designated Person or Organization Automatic Status when Required under a written contract or agreement with the Member

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Public Entity Liability Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

Authorized Representative



LIABILITY ENDORSEMENT

Named Member Cimarron Metropolitan District	Endorsement CSD Pool Additional Covered Member – Designated Person or Organization 01 01 22
Certificate Number 24PL-60924-2373	Effective Date of Endorsement 1/1/2024
Issued By Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

PUBLIC ENTITY LIABILITY COVERAGE DOCUMENT

ADDITIONAL COVERED MEMBER – DESIGNATED PERSON OR ORGANIZATION AUTOMATIC STATUS WHEN REQUIRED UNDER A WRITTEN CONTRACT OR AGREEMENT WITH THE MEMBER

PLEASE READ CAREFULLY

Automatic Status of Additional Covered Member, Person(s), or Organization(s)

Note: Additional Covered Member Status may only be provided to a person or organization who the **Member** has agreed to include as an Additional Covered Member under a written contract or agreement, provided such contract was executed prior to the date of loss.

Section I – Coverage Agreements is amended to include as Additional Covered Member any person or organization when the **Member** and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Covered Member on the **Member's** policy. Such person or organization is an Additional Covered Member with respect to liability for those sums which the **Member** shall be legally obligated to pay as damages for "bodily injury", "personal injury", "property damage", or a "wrongful act(s) caused, in whole or in part, by the **Member's** acts or omissions, or the acts or omissions of those acting on its behalf.

- A. In the performance of ongoing operations performed by the **Member**.
- B. A person's or organization's status as an Additional Covered Member under this Endorsement ends when their written contract or agreement with the **Member** ends.
- C. With respect to the coverage afforded to the Additional Covered Members, this coverage does not apply to any "occurrence" which takes place after the written contract or agreement expires.



Property Certificate Holder Declaration

Master Coverage Document Number: CSD Pool CTC 01 01 24 and CSD Pool Property 01 01 24

Certificate Number: 24PL-60924-2373

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Limit of Coverage per Occurrence:

\$21,936,674 Reported Buildings, Business Personal Property, Other Scheduled Items, Outdoor Property and EDP per Schedule.

\$250,000 Business Income including Extra Expense/Rental Income sublimit unless a higher amount is specified on Schedule.
\$ Inland Marine Scheduled items.

\$0 Excess of \$2,000,000 Earthquake Limit per occurrence and annual aggregate per Property Schedule.

\$0 Excess of \$2,000,000 Flood Limit per occurrence and annual aggregate per Property Schedule.
Flood Zone A and Flood Zone V are subject to an all member combined limit of \$60,000,000 per occurrence and annual aggregate.

Locations Covered:

Per Schedules on file. Property in Course of Construction must be shown on the Schedule to be covered.

Report of Values:

Annual Statement of Values must be submitted and additions/deletions are to be reported as they occur.

Perils Covered:

Risk of Direct Physical Loss subject to the terms, conditions, and exclusions in the Master Property Coverage Document.

Deductibles:

\$1,000 Per Occurrence, except where noted on Member's Schedules

Earthquake - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Flood - 2% Per Occurrence of the value of the covered damaged property at the time of loss, subject to a \$5,000 minimum and \$50,000 maximum.

Contribution:

\$45,669

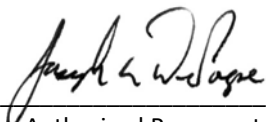
Additional Endorsements applicable to Member:

Cosmetic Damage Exclusion

Wind and Hail Deductible Endorsement

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Property Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative



PROPERTY ENDORSEMENT

Named Member: Cimarron Metropolitan District	Endorsement: CSD Pool Wind Hail Deductible 01 01 23
Certificate Number: 24PL-60924-2373	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies coverage provided under the following:

**PROPERTY COVERAGE DOCUMENT
WIND AND HAIL DEDUCTIBLE
PLEASE READ IT CAREFULLY**

The following is added to Section 2. **DEDUCTIBLE:**

E. Wind and/or Hail damage to a building or structure identified in the Member District property schedule as Real Property or Outdoor Property:

In respect to Member District’s whose total scheduled property values are below \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$50,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

In respect to Member District’s whose total scheduled property values are over \$25M, 2% per **Occurrence** of the value of the covered damaged property and applicable business income at the time the loss occurs, subject to a \$5,000 minimum and \$75,000 maximum per **Occurrence**, unless a higher deductible is scheduled at the damaged location.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



PROPERTY ENDORSEMENT

Named Member: Cimarron Metropolitan District	Endorsement: CSD Pool Cosmetic Damage Exclusion 01 01 23
Certificate Number: 24PL-60924-2373	Effective Date of Endorsement: 1/1/2024
Issued By: Colorado Special Districts Property and Liability Pool	

This endorsement modifies the coverage provided under the following:

PROPERTY COVERAGE DOCUMENT
COSMETIC DAMAGE EXCLUSION
PLEASE READ IT CAREFULLY

The following is added to Section 7 PERILS EXCLUDED:

V. Against Cosmetic Damage to Roof Surfacing caused by or resulting from wind and/or hail to a building or structure identified in the **Member District** property schedule as **Real Property** or **Outdoor Property**.

For purposes of this endorsement, the following is added to SECTION 32 ADDITIONAL DEFINITIONS:

Roof Surfacing means the shingles, tiles, cladding, metal or synthetic sheeting or similar materials covering the roof and includes all materials used in securing the roof surface and all materials applied to or under the roof surface for moisture protection, as well as roof flashing, vent covers and gutters.

Cosmetic Damage means that the wind and/or hail caused marring, pitting or other superficial damage that altered the appearance of the roof surfacing, but such damage does not prevent the roof from continuing to function as a barrier to entrance of the elements to the same extent as it did before the cosmetic damage occurred.

However, this exclusion shall not apply to **Cosmetic Damage** to the front entry, areas of **Roof Surfacing** visibly apparent to a pedestrian from the street or sidewalk composing less than 25% of the roof area of a **Member District's** scheduled building or structure identified as **Real Property** or **Outdoor Property**. The **Pool** will pay for **Cosmetic Damage** to such areas, limited to less than 25% of the roof area of the scheduled building or structure, subject to all other terms, conditions and exclusions of the Property Coverage Form.

ALL OTHER TERMS AND CONDITIONS OF THE PROPERTY COVERAGE FORM REMAIN UNCHANGED.



Equipment Breakdown Declarations

Master Coverage Document Number: CSD Pool EB 01 01 21

Certificate Number: 24PL-60924-2373

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Equipment:

Equipment that (1) generates, transmits or utilizes energy, including electronic communications and data processing equipment; or (2) which during normal usage, operates under vacuum or pressure, other than the weight of its contents.

Locations:

Property must be at a location described in the Named Member's current Schedule of Property on file with the CSD Pool and must be owned, leased, or operated under the control of the Member District.

Equipment Breakdown Limit: \$8,241,134 Scheduled Property

Sub Limits:

Newly Acquired Locations (90 Days Reporting)	\$2,500,000
Business Income / Extra Expense	\$1,000,000
Expediting Expenses	\$1,000,000
Rental Income	\$1,000,000
Demolition & Increased Cost of Construction	\$1,000,000
Off-Premises Equipment Breakdown	\$500,000
Service Interruption	\$250,000
Hazardous Substances	\$250,000
Perishable Goods	\$250,000
Data Restoration	\$250,000
Green Property Upgrade	\$100,000
Public Relations Coverage	\$5,000

Deductible: \$1,000 per Occurrence

Contribution: \$3,160

This Equipment Breakdown Declarations is made and is mutually accepted by the CSD Pool and the Member District subject to all terms which are made a part of the Equipment Breakdown Coverage Document. This Certificate represents only a brief summary of coverages. Please refer to the Equipment Breakdown Coverage Document for actual coverage, terms, conditions, and exclusions.

Countersigned by: _____

A handwritten signature in black ink, appearing to read "Joseph W. Page", is written over a horizontal line.

Authorized Representative

Crime Certificate Holder Declaration

Master Coverage Document Number: J05931794
Certificate Number: 24PL-60924-2373

Insurer: Federal Insurance Company (Chubb)
Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Covered Designated Agent(s):

Coverages and Limits:

Employee Theft:	\$10,000
<ul style="list-style-type: none"> · Limit is maximum for each loss · Employee includes executives, full-time, part-time, seasonal, leased and temporary employee(s), interns or non-compensated volunteer. · Includes funds from a sponsored benefit plan. 	
Public Official Faithful Performance of Duty:	\$10,000
Client Theft:	\$10,000
Forgery or Alteration:	\$10,000
On Premises:	\$10,000
In Transit:	\$10,000
Computer System Fraud:	\$10,000
Funds Transfer Fraud:	\$10,000
Debit, Credit or Charge Card Fraud:	\$10,000
Money Orders and Counterfeit Paper Currency Fraud:	\$10,000
Social Engineering Fraud:	\$10,000

Deductible(s):

All Crime except Social Engineer Fraud:	\$250
Social Engineering Fraud:	20% of Social Engineering Fraud Limit

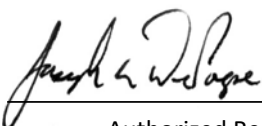
Contribution:

\$178

Policy Forms:

PF-52815 (04/20)	The Chubb Primary SM Commercial Crime Insurance
PF-52853 (04/20)	Governmental Entity (Colorado Special Districts Pool) Endorsement
PF-53127 (04/20)	Colorado Amendatory Endorsement
PF-52851 (04/20)	Add Corporate Credit Card Coverage

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Master Crime Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Policy Documents for actual coverage, terms, conditions, and exclusions.

Countersigned by: 

 Authorized Representative



Identity Recovery Certificate Holder Declaration

Master Coverage Policy Number:
CSD 2009 CP IDR Form 01 01 21

Insurer:
The Hartford Steam Boiler Inspection
and Insurance Company

Certificate Number: 24PL-60924-2373

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:
Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Member:
All permanent employees and District Board members participating in the Colorado Special Districts Property and Liability Pool; Special District Association of Colorado staff and Board of Directors.

Coverage:
Reimbursement coverage for expenses arising from a defined "Identity Theft" event. Including: legal fees for answer of civil judgements and defense of criminal charges; phone, postage, shipping fees; notary and filing fees; credit bureau reports; lost wages; child/elder care and mental health counseling.

This coverage does not reimburse the member for monies stolen or fraudulently charged to the member, and excludes loss arising from the member's fraudulent, dishonest or criminal act.

Annual Aggregate Limit per Member: \$35,000

Case Management Service Expenses - does not reduce the limit available

Legal Costs - reduces the limit available

Sub Limits:

\$5,000	Lost Wages and Child/Elder Care
\$1,000	Mental Health Counseling
\$1,000	Miscellaneous Expenses

Coverage Trigger: Coverage is provided on a discovery basis with a 60-day reporting requirement

Claims: For Recovery Assistance and Counseling, please call 1-800-945-4617

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Identity Recovery Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by: 
Authorized Representative



Environmental Legal Liability Certificate Holder Declaration

Master Policy Number: ER00A9V24
Certificate Number: 24PL-60924-2373
Named Member:
 Cimarron Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111

Insurer: Aspen Specialty Insurance Company
Coverage Period: 1/1/2024 to EOD 12/31/2024
Broker of Record:
 Highstreet TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Claims-Made Coverage:

1. **First Party Protection:** For coverages 1.a – 1.d, the pollution incident must be first discovered by the responsible insured and reported to the insurer during the policy period.
 - a. **Clean up:** Covers clean-up costs resulting from a pollution incident on, at, under, or migrating from or through an insured location.
 - b. **Emergency Response:** Covers emergency response cost resulting from a
 - c. **Pollution Incident:** (i) on, at, under or migrating from or through an insured location; (ii) caused by transportation; or (iii) caused by covered operations.
 - d. **Environmental Crisis:** Covers crisis cost resulting from a crisis event.
 - e. **Business Interruption:** Covers business interruption cost and extra expense incurred by the insured and solely and directly by a pollution incident on, at or under an insured location, provided the pollution incident results in clean-up cost covered by this policy.

2. **Legal Liability Protection:** For coverages 2.a – 2.d, the claim for damages because of such bodily injury or property damage, or a claim for such clean-up cost, is first made against an insured and reported to the insurer during the policy period.
 - a. **Insured Location:** Covers sums the insured becomes legally obligated to pay: (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through an insured location.
 - b. **Non-owned Site:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident on, at under, or migrating from or through any non-owned site.
 - c. **Transportation:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by transportation.
 - d. **Covered Operations:** Covers sums the insured becomes legally obligated to pay (1) as damages because of bodily injury or property damage; or (ii) for clean-up costs, resulting from a pollution incident caused by covered operations or completed operations.

Limits of Liability: \$1,000,000 Each Pollution Incident
 \$5,000,000 Total Policy and Program Aggregate – Shared All Members
Sublimits: \$500,000 Environmental Crisis Aggregate
 \$250,000 Business Interruption Aggregate
 \$100,000 Perfluorinated Compounds Aggregate

Member Deductible: \$1,000 Each Pollution Incident

Retroactive Date: January 1, 2009 (unless otherwise specified)
Defense Costs: Legal defense expenses and settlement shall erode the Limits of Liability

Partial List of Exclusions:

Asbestos, Contractual Liability, Criminal Fines and Criminal Penalties, Cross Liability (Insured vs. Insured), Damage to Insured's Product/Work, Divested Property, Employers Liability, Fraud or Misrepresentation, Intentional Non-Compliance, Internal Expenses, Known Conditions, Lead-Based Paint, Material Change in Risk, Non-Owned Disposal Sites, Underground Storage Tanks and Above Ground Storage Tanks excluded unless scheduled, Vehicle Damage, War or Terrorism, Workers Compensation, Lead at all gun or shooting ranges, Maintenance, Upgrades, Improvements or Installations where required by law, Microbial Matter with carveback for sudden and accidental water intrusion; 10-day discovery period/30 day reporting period, Prior Claims, Communicable Disease

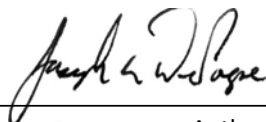
Policy Forms:

ASPENV110 06 17	Environmental Legal Liability Policy
ASPENV098 11 17	Cap on Losses from Certified Acts of Terrorism
ASPENV340 05 17	Insured Location(s) Schedule Endorsement
ASPENV310 05 17	Known Conditions Exclusion Endorsement
ASPENV316 05 17	Legal Expense Aggregate Limit of Liability Endorsement
ASPENV117 11 17	Self-Insured Retention Aggregate (Erosion by Underlying Policies)
ASPENV117 11 17	Sewage Back-up Deductible Amendatory Endorsement
ASPENV117 11 17	Perfluorinated Compounds, Sublimit and Retroactive Date Amendatory Endorsement
ASPENV117 11 17	Cancellation Amendatory Endorsement
ASPENV117 11 17	Microbial Matter Exclusion Endorsement
ASPENV117 11 17	Maintenance, Upgrade, Improvements or Installations Exclusion Endorsement
ASPENV117 11 17	Retroactive Date All Coverage Endorsement
ASPENV117 11 17	Microbial Matter Sudden and Accidental Coverage Limitation Amendatory Endorsement
ASPENV117 11 17	Insured Location/Acquired Property Endorsement
ASPENV117 11 17	Public Entity Amendatory Endorsement
ASPENV322 05 17	Minimum Earned Premium Endorsement
ASPENV341 05 17	Named Insured Schedule Endorsement
ASPENV118 11 17	Nuclear, Biological, Chemical, or Radiological Terrorism Exclusion
ASPENV003 05 17	Other Insurance Condition Amendatory Endorsement
ASPER334 01 14	Prior Claim Exclusion Endorsement
ASPENV338 04 19	Schedule of Crisis Management Firms Endorsement
ASPENV431 11 17	Aspen Environmental Emergency Response Hotline
SNCO 1021	Colorado Surplus Lines Notice
ASPENV117.EL.0920.X	Communicable Disease Exclusion

Additional Endorsements Applicable to Named Member:

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all coverage terms under the Pollution Liability Policy #EV00A9V23 issued by Aspen Specialty Insurance Company. This Certificate represents a brief summary of coverages. Please refer to the Master Coverage Document for all coverage terms, conditions and exclusions.

Countersigned by:



Authorized Representative

Terrorism, Sabotage and Malicious Attack Certificate Holder Declaration

Master Coverage Policy Number:

TER P 004 CW (06/11) physical loss or damage
33HIS00151 Terrorism Combined Liability
TER P0027CW (05/17) Malicious Attack
10/17 Malicious Attack combined liability

Insurer:

Lloyds, Hiscox Syndicate 33

Certificate Number: 24PL-60924-2373

Coverage Period: 1/1/2024 to EOD 12/31/2024

Named Member:

Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111

Broker of Record:

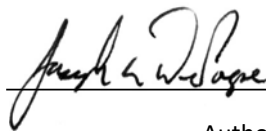
Highstreet TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage for All CSD Pool Members combined	Per Occurrence Limit	Annual Aggregate Limit	Deductible
All Coverages Combined	n/a	\$105,000,000	n/a
Terrorism and Sabotage – Physical Loss or Damage	\$100,000,000	\$100,000,000	\$10,000
Terrorism – Combined Liability	\$10,000,000	\$10,000,000	\$10,000
Malicious Attack – Physical Loss or Damage & Combined Liability	\$5,000,000	\$5,000,000	\$5,000
<i>Malicious Attack Sub-limits applicable:</i>			
Prevention or Restriction of Access	\$2,500,000	\$2,500,000	\$5,000
Utilities	\$2,500,000	\$2,500,000	\$5,000
Personal Accident Costs	\$250,000	\$250,000	\$5,000
Crisis Management Costs	\$250,000	\$250,000	\$5,000

Report all Claims to: Phone: (800) 318-8870, ext. 1
Email: claims@csdpool.org

This Certificate Holder Declaration is made and is mutually accepted by the CSD Pool and the Named Member subject to all terms which are made a part of the Terrorism, Sabotage and Malicious Attack Coverage Policy. This Certificate represents only a brief summary of coverages. Please refer to the Master Coverage document for actual coverage, terms, conditions, and exclusions.

Countersigned by:



Authorized Representative

**General Liability Schedule
Metropolitan District**

Policy Number: 24PL-60924-2373
Named Member: Cimarron Metropolitan District

Coverage Period: 1/1/2024 – EOD 12/31/2024
Broker: Highstreet TCW Risk Management

Code	Description	Unit	Amount	Effective Date	Expiration Date
1	1-Number of Skate Board Parks	Total		1/1/2024	12/31/2024
2	2-Number of Diving Boards	Total		1/1/2024	12/31/2024
3	3-Number of Water Slides	Total		1/1/2024	12/31/2024
4	4-Maximum Bond Issued	Dollars		1/1/2024	12/31/2024
5	5-Number of Bonds Issued	Total		1/1/2024	12/31/2024
20	20-Day Care Operations - Total Annual Payroll	Dollars	0.00	1/1/2024	12/31/2024
30	30-Number of EMT Personnel	Total		1/1/2024	12/31/2024
32	32-Paid Firefighters - Non-EMT	Total		1/1/2024	12/31/2024
37	37-Pipe Line - Under Drain	Miles	0.00	1/1/2024	12/31/2024
39	39-Pipe Line	Miles		1/1/2024	12/31/2024
43	43-Pipe Line - Sewer / Storm Drainage Combined	Miles		1/1/2024	12/31/2024
50	50-Number of Teachers	Total		1/1/2024	12/31/2024
70	70-Number of Golf Courses	Total		1/1/2024	12/31/2024
80	80-Number of Go Cart Tracks	Total	0.00	1/1/2024	12/31/2024
98	98-Additional First Named Members	Total	0.00	1/1/2024	12/31/2024
105	105-Total Operating Expenses - Any other	Dollars	490,000.00	1/1/2024	12/31/2024
130	130-Total Operating Expenses - Park & Recreation	Dollars		1/1/2024	12/31/2024
131	131-Total Operating Expenses - Cemetery	Dollars		1/1/2024	12/31/2024
132	132-Total Operating Expenses - Soil & Water Conservation	Dollars		1/1/2024	12/31/2024

133	133-Total Operating Expenses - Pest Control	Dollars		1/1/2024	12/31/2024
134	134-Total Operating Expenses - Hospital / Health	Dollars		1/1/2024	12/31/2024
135	135-Total Operating Expenses - Drainage	Dollars		1/1/2024	12/31/2024
136	136-Total Operating Expenses - Library	Dollars		1/1/2024	12/31/2024
137	137-Total Operating Expenses - Water Control	Dollars		1/1/2024	12/31/2024
138	138-Total Operating Expenses - Fire / Ambulance	Dollars		1/1/2024	12/31/2024
139	139-Total Operating Expenses - Water	Dollars		1/1/2024	12/31/2024
140	140-Total Operating Expenses - Irrigation	Dollars		1/1/2024	12/31/2024
141	141-Total Operating Expenses - Sanitation	Dollars		1/1/2024	12/31/2024
142	142-Total Operating Expenses - Transit	Dollars		1/1/2024	12/31/2024
143	143-Total Operating Expenses - Improvement	Dollars		1/1/2024	12/31/2024
151	151-Total Operating Expenses - Sanitation MW Discounted	Dollars	0.00	1/1/2024	12/31/2024
215	215-Buildings & Premises Occupied by District	Sq. Ft.		1/1/2024	12/31/2024
250	250-Number of Homes – Covenant Enforcement/Design Review Services under District Authority	Total	1,800.00	1/1/2024	12/31/2024
270	270-Number of Aboveground Storage Tanks (excluding water tanks)	Total	0.00	1/1/2024	12/31/2024
331	331-Number of Paid Firefighters - Full-Time	Total		1/1/2024	12/31/2024
332	332-Number of Paid Firefighters - Part-Time	Total		1/1/2024	12/31/2024
333	333-Number of Volunteer Firefighters	Total		1/1/2024	12/31/2024
334	334-Number of Paid EMT - Full-Time	Total	0.00	1/1/2024	12/31/2024
335	335-Number of Paid EMT - Part-Time	Total	0.00	1/1/2024	12/31/2024
341	341-Time Spent by Club/Recreation/Camp Volunteers	Hours	0.00	1/1/2024	12/31/2024
342	342-Time Spent by Day Care Volunteers	Hours	0.00	1/1/2024	12/31/2024
344	344-Time Spent by Event Organizer Volunteers	Hours	0.00	1/1/2024	12/31/2024
345	345-Time Spent by General Volunteers	Hours	0.00	1/1/2024	12/31/2024

348	348-Number of Board Members	Total	6.00	1/1/2024	12/31/2024
350	350-Number of Permanent Employees - Full-Time	Total	0.00	1/1/2024	12/31/2024
351	351-Number of Permanent Employees - Part-Time	Total	0.00	1/1/2024	12/31/2024
366	366-Total Payroll	Dollars	0.00	1/1/2024	12/31/2024
400	400-Number of Boats - Under 26'	Total		1/1/2024	12/31/2024
411	411-Total Water Delivered Annually - Millions of Gallons (MGAL)	MGAL		1/1/2024	12/31/2024
414	414-Playground/parks (Area)	Acres	5.00	1/1/2024	12/31/2024
415	415-Number of Grandstands/Stadiums	Total		1/1/2024	12/31/2024
420	420-Vacant Land	Acres		1/1/2024	12/31/2024
450	450-Miles of Road Maintained	Miles	0.00	1/1/2024	12/31/2024
522	522-Number of Ponds, Lakes & Reservoirs	Total	7.00	1/1/2024	12/31/2024
523	523-Number of Pond, Lake &/or Reservoir Recreational Activities	-		1/1/2024	12/31/2024
550	550-Fire Department Area Served	Sq Miles		1/1/2024	12/31/2024
671	671-Number of Parks	Total	7.00	1/1/2024	12/31/2024
710	710-Dams - Class 1 - Low Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
712	712-Dams - Class 1 - Low Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
720	720-Dams - Class 2 - Med Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
722	722-Dams - Class 2 - Med Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
730	730-Dams - Class 3 - High Hazard - Total Acre-Feet	Acre Ft.	0.00	1/1/2024	12/31/2024
732	732-Dams - Class 3 - High Hazard - Number of Dams	Count	0.00	1/1/2024	12/31/2024
811	811-Number of Spillways	Total		1/1/2024	12/31/2024
900	900-Services Contracted out to Others	Dollars	260,000.00	1/1/2024	12/31/2024
924	924-Revenue from use of Swimming Pools	Dollars		1/1/2024	12/31/2024
925	925-Number of Swimming Pools	Total	2.00	1/1/2024	12/31/2024

945	945-Number of Sewage Taps	Total		1/1/2024	12/31/2024
946	946-Number of Water Mains or Connections	Total		1/1/2024	12/31/2024
947	947-Sewer and/or Sanitation Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
948	948-Water Line Maintenance (budget)	Dollars		1/1/2024	12/31/2024
997	997-Number of district sponsored Events/Fundraisers - No Alcohol Served	Total	20.00	1/1/2024	12/31/2024
998	998-Number of District sponsored Events/Fundraisers – With Alcohol Served	Total	4.00	1/1/2024	12/31/2024
999	999-Prior Acts Coverage Under a Previous "Claims Made" Policy	Premium		1/1/2024	12/31/2024

If your district has exposures not listed on the General Liability schedule above, such as airplanes, security staff, bridges, drones, etc., please furnish details. Certain activities may be excluded or restricted.

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#		Unique#	PROP-00115772	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 37	\$	\$
Fitness Stations	Year Built:	2018	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$15,300.00			

Location / Premise#		Unique#	PROP-00115773	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$7,458	\$	\$
Fencing (All material)	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$3,060,000.00			

Location / Premise#		Unique#	PROP-00115774	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$12,429	\$	\$
Retaining Walls	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$5,100,000.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-001	Unique#	PROP-00111456	Joisted Masonry	1	Replacement	Buildings:	\$3,594,584.00	\$6,377	\$	\$
Parkview Clubhouse	Year Built:	2012	Term:	1/1/2024 to 12/31/2024		Contents:	\$1,020,000.00				
19865 W. 94th Avenue	Sq. Feet:	3500	County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$ 0.00			

Location / Premise#	001-002	Unique#	PROP-00111457	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$2,486	\$	\$
Parkview Pool	Year Built:	2017	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
19865 W. 94th Avenue	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$1,020,000.00			

Location / Premise#	001-003	Unique#	PROP-00111462	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$1,243	\$	\$
Irrigation Lines with backflows, meters, etc.	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$510,000.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-004	Unique#	PROP-00111446	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$3,729	\$	\$
Trees & Shrubs	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$2,040,000.00			

Location / Premise#	001-007	Unique#	PROP-00111468	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$1,243	\$	\$
Monuments	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$510,000.00			

Location / Premise#	001-008	Unique#	PROP-00111447	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 25	\$	\$
Enclosed Dumpster Structure	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
State Hwy 72 / State Hwy 93 to Indiana St	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			Business Inc:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				UG Pipes:	\$ 0.00			
							Otherwise Classified:	\$10,200.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-009	Unique#	PROP-00111448	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 32	\$	\$
Six (6) Tree Gates	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
State Hwy 72 / State Hwy 93 to Indiana St	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$13,260.00			

Location / Premise#	001-014	Unique#	PROP-00111452	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$249	\$	\$
Trail Map and Signs	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$102,000.00			

Location / Premise#	001-015	Unique#	PROP-00111454	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 99	\$	\$
Trail Kiosk	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$40,800.00			



Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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Location / Premise#	001-018	Unique#	PROP-00111461	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$209	\$	\$
Mailboxes (28 CBU's)	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
State Hwy 72 / State Hwy 93 to Indiana St	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$85,680.00			

Location / Premise#	001-023	Unique#	PROP-00111440	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$522	\$	\$
Outdoor Items (Benches, Pergolas, Tables, etc.)	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No		Excess Flood Applies: No				Otherwise Classified:	\$214,200.00			

Location / Premise#	001-023	Unique#	PROP-00111442	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$1,193	\$	\$
Playground Equipment (Basketball Court, Backstops, 5 Playgrounds)	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:	\$ 0.00				
Throughout District	Sq. Feet:		County:	Jefferson	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$489,600.00
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Location / Premise#	001-025	Unique#	PROP-00111443	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$373	\$	\$
Trail Bridges	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$153,000.00			

Location / Premise#	001-027	Unique#	PROP-00111445	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 62	\$	\$
Trail Benches	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$25,500.00			

Location / Premise#	001-028	Unique#	PROP-00111460	Modified Fire Resistive	1	Replacement	Buildings:	\$25,650.00	\$ 56	\$	\$
Amphitheater	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
W 94th Ave & Torrey Way	Sq. Feet:	0	County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			



Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$15,300.00
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Location / Premise#	001-029	Unique#	PROP-00111437	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 62	\$	\$
Transformer (1)	Year Built:	2015	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
State Hwy 72 / State Hwy 93 to Indiana St	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$25,500.00			

Location / Premise#	002-001	Unique#	PROP-00111438	Frame	1	Replacement	Buildings:	\$1,515,000.00	\$3,297	\$	\$
Townview Clubhouse	Year Built:	2016	Term:	1/1/2024 to 12/31/2024		Contents:		\$510,000.00			
9371 McIntyre Street	Sq. Feet:	0	County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories	1.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$ 0.00			

Location / Premise#	002-002	Unique#	PROP-00111432	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$2,486	\$	\$
Townview Pool	Year Built:	2016	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
9371 McIntyre Street	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			



Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$1,020,000.00
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Location / Premise#	003-008	Unique#	PROP-00111434	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 87	\$	\$
Tennis Court	Year Built:	2017	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Park at Candelas Parkway & West 93rd	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$35,700.00			

Location / Premise#	003-009	Unique#	PROP-00111475	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 25	\$	\$
Tree Drainage Sumps	Year Built:	2017	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Park at Candelas Parkway & West 93rd	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$10,200.00			

Location / Premise#	003-010	Unique#	PROP-00111435	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$1,864	\$	\$
Landscaping Material	Year Built:	2017	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
Throughout District	Sq. Feet:	0	County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories	0.00	Flood Zone:	Zone X			UG Pipes:	\$ 0.00			

Property Schedule

Coverage Period: 1/1/2024-EOD 12/31/2024

Named Member:

Cimarron Metropolitan District

Broker:

Highstreet TCW Risk Management

Per Occurrence Deductible: \$1,000.00

Location/Premise Address / Description	Construction Class	Prot. Class	Valuation	Values	Property Contrib.	Quake Contrib.	Flood Contrib.
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NOC Equipment Breakdown Applies: No	Excess Quake Applies: No	Excess Flood Applies: No		Otherwise Classified:	\$765,000.00
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Location / Premise#	004-002	Unique#	PROP-00111433	Not Assigned	1	Replacement	Buildings:	\$ 0.00	\$ 25	\$	\$
Outdoor Pet Fountain	Year Built:	2017	Term:	1/1/2024 to 12/31/2024		Contents:		\$ 0.00			
W 94th Ave & Torrey Way	Sq. Feet:		County:	Jeffers on	Ded:	\$1,000.00	EDP:	\$ 0.00			
							Business Inc:	\$ 0.00			
Arvada, CO 80007	# Stories		Flood Zone:	Zone X			UG Pipes:	\$ 0.00			
NOC Equipment Breakdown Applies: Yes	Excess Quake Applies: No	Excess Flood Applies: No					Otherwise Classified:	\$10,200.00			

Totals:	Buildings:	\$5,135,234.00	\$45,668.00	\$0.00	\$0.00
	Contents:	\$1,530,000.00			
	EDP:	\$0.00			
	Business Inc:	\$0.00			
	UG Pipes:	\$0.00			
	Otherwise Classified:	\$15,271,440.00			

Minimum Property Contribution: \$425



CERTIFICATE OF COVERAGE

Certificate Number CERT-004988

ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
NAMED MEMBER Cimarron Metropolitan District c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	COMPANIES AFFORDING COVERAGE COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

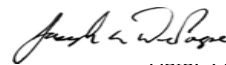
CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60924-2373	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence				*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.	Each Occurrence*
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					
	Excess Liability <input type="checkbox"/> Other Than Umbrella Form				General Aggregate	
					Each Occurrence*	
A	Property <input checked="" type="checkbox"/>	24PL-60924-2373	01/01/24	12/31/24	See below if applicable.	

Description:
 RE: Leased fitness equipment. The certificate holder is listed as an additional covered member under General Liability as required under written contract. Only those liabilities covered by the Pool's coverage document for the Member District shall apply, subject to the provisions and limitations contained in the Colorado Governmental Immunity Act C.R.S. 24-10-101, as amended. The certificate holder is listed as Loss Payee with respect to their interest in the fitness equipment leased by the Member District, as required by contract.

CERTIFICATE HOLDER KS StateBank ISAOA P.O. Box 69 Manhattan, KS 665050069	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.
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AUTHORIZED REPRESENTATIVE:

By: Joseph E. DePaepe



Date: October 24, 2023



CERTIFICATE OF COVERAGE

Certificate Number
CERT-007958


<p>ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539</p>	<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.</p>
<p>NAMED MEMBER Cimarron Metropolitan District c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814</p>	<p>COMPANIES AFFORDING COVERAGE</p> <p>COMPANY A: Colorado Special Districts Property and Liability Pool</p> <p>COMPANY B:</p> <p>COMPANY C:</p> <p>COMPANY D:</p> <p>COMPANY E:</p>

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60924-2373	01/01/24	12/31/24	General Aggregate	Unlimited
	<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.			Each Occurrence*	\$2,000,000
	Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Each Occurrence*	
	Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos					

Excess Liability <input type="checkbox"/> Other Than Umbrella Form					General Aggregate	
					Each Occurrence*	
Property <input type="checkbox"/>						
Description: Evidence of coverage only						

CERTIFICATE HOLDER Bank of Whittier 15141 East Whittier Boulevard Whittier, CA 90603	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS. AUTHORIZED REPRESENTATIVE: By: Joseph E. DePaepe  Date: October 24, 2023
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CERTIFICATE OF COVERAGE

Certificate Number CERT-009987

ADMINISTRATOR Colorado Special Districts Property and Liability Pool c/o McGriff Insurance Services, LLC PO Box 1539 Portland, OR 97207-1539	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
NAMED MEMBER Cimarron Metropolitan District c/o CliftonLarsonAllen LLP 8390 East Crescent Parkway, Suite 300 Greenwood Village, CO 80111-2814	COMPANIES AFFORDING COVERAGE COMPANY A: Colorado Special Districts Property and Liability Pool COMPANY B: COMPANY C: COMPANY D: COMPANY E:

COVERAGES

THIS IS TO CERTIFY THAT COVERAGE DOCUMENTS LISTED HEREIN HAVE BEEN ISSUED TO THE NAMED MEMBER HEREIN FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.						
CO LTR	Type of Coverage	Coverage #	Effective Date	Expiration Date	LIMITS	
A	General Liability	24PL-60924-2373	01/01/24	12/31/24	General Aggregate	Unlimited

<input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Public Officials Liability <input checked="" type="checkbox"/> Employment Practices <input checked="" type="checkbox"/> Occurrence	*Except that for claims, occurrences or suits to which the monetary limits of the Colorado Immunity Act, C.R.S. & 24-10-101, et.seq., as amended, apply, there shall be a further sublimit of (a) \$387,000 for an injury to any one person in any single occurrence; and (b) \$1,093,000 for an injury to two or more persons in any single occurrence; but in the event of an injury to two or more persons in any single occurrence, the sublimit shall not exceed \$387,000 for each injured person.				Each Occurrence*	\$2,000,000
Automobile Liability <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos					Each Occurrence*	
Auto Physical Damage <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos						
Excess Liability <input type="checkbox"/> Other Than Umbrella Form					General Aggregate	
Property <input type="checkbox"/>					Each Occurrence*	

Description:
Evidence of coverage only.

CERTIFICATE HOLDER

CANCELLATION

To Whom It May Concern

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE COVERAGE FORM PROVISIONS.

AUTHORIZED REPRESENTATIVE:
By: Joseph E. DePaepe



Date: October 24, 2023

Attached are the district's **2024 Workers' Compensation Board Member Only (BMO)** renewal documents, which includes the renewal invoice, payment instructions, declarations page, and certificates if applicable.

The minimum stipend per board member continues to be \$1,200 a year for each board member (i.e.: the minimum total stipend for five (5) board members is \$6,000). The annual minimum contribution remains the same at \$450.

There are a couple of important dates to mark on your calendar:

- By **October 20, 2023**, let us know if you would like to make any changes to the renewal coverage.
- By **January 1, 2024**, renewal payment is due.
- By **January 30, 2024**, WC coverage is subject to cancelation for non-payment. If the CSD Pool does not receive payment by January 30, 2024, Workers Compensation coverage will cancel for non-payment.

As a reminder, BMO coverage is designed only for work-related injuries and illness for board members while in the course and scope of their duties as board members, which are strictly administrative functions. If any of the following scenarios apply to your district, you must report it to us for proper classification:

- Non-administrative functions performed by any board member, such as occasionally working at a water/sewer, or other plant operations, helping with landscaping or maintenance, meter reading, plowing snow, and so forth.
- Entering into a contract with a party, whether verbally or written, to perform work for your district, when the party does not provide proof of his/her own workers' compensation insurance coverage.
- Hiring district employee(s).

Not reporting accurately may also affect prior years' coverages as the NCCI administrative rules allow for Audits to be conducted and reconciled for corrected contribution payments for the prior three (3) years.

It is important to note that board members are considered employees under the current Colorado Revised Statute while in the course and scope of their board member administrative duties; therefore, coverage is required unless the district opts out by filing a statement with the Colorado Division of Workers' Compensation no less than 45 days before the start of the coverage year along with an annual resolution adopted and signed by each board member. If the district decides to opt out, please send us a copy of the statement and resolution so that we can properly update our file and non-renew the district's coverage. **Please also note that opting out or canceling BMO coverage will lead to the loss of the 8% Multi Program Discount associated with the district's Property & Liability coverage.**

Finally, the district may qualify for the CSD Pool's SDA Conference Scholarship Program. The CSD Pool sponsors board members who have never attended a Special District Association of Colorado (SDA) Annual Conference in September.

Thank you for renewing your Workers' Compensation Board Member Only coverage with us. If you have any questions regarding your renewal, please do not hesitate to contact us.

TCW Risk Management Renewal Team

On behalf of Nikki Rickord & Sebastian Arulraj

303.872.1930 • tcwinfo@tcwrm.com



If the recipient of this email is not the intended recipient or has otherwise received the email in error, please notify the sender immediately by return email and delete the original email (together with any copies of it) from the recipient computer system without retaining, using, or reproducing the email or its contents.

Workers' Compensation Coverage Invoice

District: Cimarron Metropolitan District
c/o CliftonLarsonAllen LLP
8390 East Crescent Parkway, Suite 300
Greenwood Village, CO 80111-2814

Broker: TCW Risk Management
384 Inverness Parkway
Suite 170
Englewood, CO 80112

Coverage No.		Entity ID		Effective Date		Expiration Date		Invoice Date	
24WC-60924-0341		60924		1/1/2024		EOD 12/31/2024		8/14/2023	
Class Code	Description	No. of Employees		No. of Volunteers	2024 Rate	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll	Estimated Manual Contribution	
		FT	PT						
8811	Board Member Coverage	0	0	5	0.75		\$6,000.00	\$45.00	

Manual Contribution:		\$45.00
Experience Modification:	×	1.00
Modified Contribution:	=	\$45.00
Minimum Contribution:		\$450.00
Contribution Volume Credit:	-	\$0.00
Designated Provider Discount:	-	\$0.00
Cost Containment Credit:	×	1.00
Manual Adjustment:	×	
Multi-Program Discount:	×	1.00
Estimated Annual Contribution:	=	\$450.00
Pro Rata Factor:	×	1.00
Total Estimated Contribution:	=	\$450.00
Total Amount Due:		\$450.00

Estimated payroll is subject to yearend audit.

Payment evidences "acceptance" of this coverage. The terms of the Intergovernmental Agreement (IGA) require timely payment to prevent automatic cancellation of coverage. Please return this invoice and reference the coverage number on your check to help us apply your payment correctly. Only prior notice to the board of directors of the Colorado Special Districts Property and Liability Pool and subsequent approval may extend cancellation provision.

Please remit to: Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207-1539

We accept online payments at [E-Bill Express](#)
Refer to Payment Instructions page for additional options
billing@csdpool.org
800-318-8870 ext. 3



Workers' Compensation and Employer's Liability Declarations Page

Coverage Number: 24WC-60924-0341
Coverage Period: 1/1/2024 — EOD 12/31/2024

FEIN: 14-1910998
Entity ID: 60924

Named Member:
 Cimarron Metropolitan District
 c/o CliftonLarsonAllen LLP
 8390 East Crescent Parkway, Suite 300
 Greenwood Village, CO 80111-2814

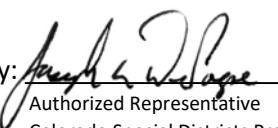
Broker of Record:
 TCW Risk Management
 384 Inverness Parkway
 Suite 170
 Englewood, CO 80112

Coverage is provided for only those coverages and classifications indicated below.

State: Colorado
Limits of Liability: Coverage A Workers' Compensation Statutory
 Coverage B Employer's Liability \$2,000,000
Annual Contribution: \$450.00

Class	Description	2024 Estimated Employee Payroll	2024 Estimated Volunteer Payroll
8811	Board Member Coverage		\$6,000.00

This Declarations page is made and is mutually accepted by the Pool and Named Member subject to all terms that are made a part of the Workers' Compensation Coverage Document. This Declarations page represents only a brief summary of coverages. Please refer to the Coverage Document at csdpool.org for actual coverages, terms, conditions, and exclusions. Named Member must be a member of the Special District Association of Colorado and must adopt the Pool's Intergovernmental Agreement.

Countersigned by: 
 Authorized Representative
 Colorado Special Districts Property and Liability Pool

Date: 8/14/2023



Payment Instructions

The contribution for coverage with the Pool is due upon receipt of this invoice.

We accept the following payment methods:

1. Online using **E-Bill Express** (www.e-billexpress.com/ebpp/CSDPool). For detailed instructions, please click [here](#) or go to csdpool.org/documents. You can also find an FAQ [here](#) or go to the E-Bill Express logon screen.
2. Mail your check to:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
PO Box 1539
Portland, OR 97207

For express or overnight mail services, please use the address below:

Colorado Special Districts Property and Liability Pool
c/o McGriff Insurance Services, LLC
1800 SW 1st Ave, Suite 400
Portland, OR 97201

To ensure that your payment is accurately applied, please always include a copy of the invoice.

3. Wire or ACH transfer from your own bank account. Please let us know if you wish to use this method and we will be happy to provide you with these instructions.

Please be advised that in accordance with the Intergovernmental Agreement (IGA), automatic expulsion will occur on the 60th day should your account not be current. If you wish to reinstate your district's coverage after cancellation has occurred, a \$100 reinstatement fee will apply.

If your district requires a payment extension, please submit a written request within ten (10) business days from the date of the invoice, for consideration by the CSD Pool Board of Directors.

Finally, all members of the Pool must be members in good standing with the Special District Association of Colorado (SDA). Please visit the SDA website at sdaco.org for member information.

Please contact us at billing@csdpool.org or 800-318-8870 ext. 3 for billing questions.

**THE FOLLOWING ARE POST PACKET ITEMS:
ITEMS THAT WERE DISTRIBUTED AT THE MEETING
AND NOT IN THE ORIGINAL PACKET**

Cimarron Metropolitan District
Interim Check List
October 18, 2023 - November 20, 2023

Check Date	Invoice Ref #	Vendor	Amount
11/17/2023	86266	Seter & Vander Wall, P.C	\$ 7,509.79
11/17/2023	3870929	CliftonLarsonAllen LLP	8,034.44
11/17/2023	3904623	CliftonLarsonAllen LLP	21,191.56
11/17/2023	3910148	CliftonLarsonAllen LLP	5,504.10
11/17/2023	3910151	CliftonLarsonAllen LLP	6,741.90
11/17/2023	3943310	CliftonLarsonAllen LLP	16,854.82
11/17/2023	3957440	CliftonLarsonAllen LLP	4,554.21
11/17/2023	C72137	Haynie & Company	7,000.00
General Fund Subtotal			\$ 77,390.82
11/17/2023	3904623	CliftonLarsonAllen LLP	\$ 746.25
11/17/2023	3943310	CliftonLarsonAllen LLP	405.00
11/20/2023	350	Garnett Powell Maximon Barlow, LLC	6,438.00
11/20/2023	473	Garnett Powell Maximon Barlow, LLC	10,448.00
11/20/2023	1085	Stewardship Land Services, Ltd.	10,000.00
11/20/2023	8586	Storm Water Asset Protection, LLC	681.25
11/20/2023	59925	Independent District Engineering Services	14,912.60
11/20/2023	59926	Independent District Engineering Services	15,227.35
11/20/2023	151146	Aztec Consultants, Inc	3,780.00
11/20/2023	152424	Aztec Consultants, Inc	2,160.00
11/20/2023	680106	CTL Thompson Inc.	37,152.73
11/20/2023	22518.C.12 - 00001	Martin Martin	2,520.00
11/20/2023	22518.C.12-00002	Martin Martin	3,475.00
11/20/2023	233560.0-4	Ground Engineering	285.00
11/20/2023	233560.0-5	Ground Engineering	285.00
11/20/2023	Pay App 2	CJB's Excavating LLC	15,887.89
11/20/2023	Pay App 3	CJB's Excavating LLC	96,747.90
11/20/2023	Pay App 4	CJB's Excavating LLC	22,306.00
11/20/2023	PayApp1	Coggins & Sons, Inc	46,916.70
11/20/2023	PayApp2	Coggins & Sons, Inc	160,485.97
11/20/2023	WC231126108-1	BC Services Inc.	191.40
Capital Fund Subtotal			\$ 451,052.04
Check List Total			\$ 528,442.86

Check List Count = 29

CIMARRON METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

SEPTEMBER 30, 2023

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

	General	Capital Projects	Total
ASSETS			
Cash - First Bank Checking	\$ 142,727	\$ -	\$ 142,727
Due from Vauxmont	59,663	-	59,663
TOTAL ASSETS	\$ 202,390	\$ -	\$ 202,390
LIABILITIES AND FUND BALANCES			
CURRENT LIABILITIES			
Accounts Payable	\$ 202,390	\$ 161,648	\$ 364,038
Retainage payable	-	6,189	6,189
Total Liabilities	202,390	167,837	370,227
FUND BALANCES			
Total Fund Balances	-	(167,837)	(167,837)
TOTAL LIABILITIES AND FUND BALANCES	\$ 202,390	\$ -	\$ 202,390

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 NINE MONTHS ENDED SEPTEMBER 30, 2023**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Transfer from Vauxmont	\$ 486,000	\$ 475,142	\$ (10,858)
TOTAL REVENUES	<u>486,000</u>	<u>475,142</u>	<u>(10,858)</u>
EXPENDITURES			
Accounting	110,000	112,418	(2,418)
Accounting - Special Projects	-	5,682	(5,682)
Audit	7,000	7,000	-
Insurance	40,000	58,768	(18,768)
District Management	100,000	83,262	16,738
Legal	140,000	83,060	56,940
Election expense	49,000	43,469	5,531
Transfers to Jefferson Center MD No. 2	40,000	81,483	(41,483)
TOTAL EXPENDITURES	<u>486,000</u>	<u>475,142</u>	<u>10,858</u>
NET CHANGE IN FUND BALANCES	-	-	-
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<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.

SUPPLEMENTARY INFORMATION

**CIMARRON METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE NINE MONTHS ENDED SEPTEMBER 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	5,641	2,359
Legal	-	3,905	(3,905)
Legal - Slope Failure	40,000	40,121	(121)
Slope failure	250,000	332,290	(82,290)
Slope Failure - Tract 4A	-	77,992	(77,992)
Slope Failure - Tract 6A	-	44,776	(44,776)
Capital outlay - District costs	-	88,468	(88,468)
TOTAL EXPENDITURES	<u>298,000</u>	<u>593,193</u>	<u>(295,193)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(298,000)	(593,193)	(295,193)
OTHER FINANCING SOURCES (USES)			
Developer advance	298,000	504,672	206,672
TOTAL OTHER FINANCING SOURCES (USES)	<u>298,000</u>	<u>504,672</u>	<u>206,672</u>
NET CHANGE IN FUND BALANCES	-	(88,521)	(88,521)
FUND BALANCES - BEGINNING	-	(79,317)	(79,317)
FUND BALANCES - ENDING	<u>\$ -</u>	<u>\$ (167,838)</u>	<u>\$ (167,838)</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
September 30, 2023
Updated as of November 20, 2023

	<u>General Fund</u>	<u>Capital Projects</u>	<u>Total</u>
<u>First Bank - Operating Account</u>			
<u>Account# *****1659</u>			
Balance as of 09/30/23	\$ 142,727.07	\$ -	\$ 142,727.07
Subsequent activities:			
10/03/23 - Developer Advance No. 13	-	60,264.68	60,264.68
10/05/23 - Bill.com Payment	(132,109.75)	(60,264.68)	(192,374.43)
10/06/23 - Check Deposit (TriPointe, Due to Vauxmont)	9,000.00	43,842.00	52,842.00
10/06/23 - Xcel Reimbursement (Due to Vauxmont)	153.52	-	153.52
10/20/23 - Xcel Reimbursement (Due to Vauxmont)	20.59	-	20.59
10/26/23 - Transfer to Vauxmont - GF	(528.52)	-	(528.52)
10/26/23 - Transfer to Vauxmont - CSID	(9,000.00)	(43,842.00)	(52,842.00)
10/27/23 - Xcel Reimbursement (Due to Vauxmont)	132.64	-	132.64
10/27/23 - Check Deposit (Due to Vauxmont)	1,500.00	-	1,500.00
11/03/23 - Xcel Reimbursement (Due to Vauxmont)	21.31	-	21.31
11/10/23 - Insurance Check (Safety Grant - Due to Vaux)	592.05	-	592.05
11/15/23 - Transfer to Vauxmont - GF	(2,224.69)	-	(2,224.69)
11/15/23 - Transfer from Vauxmont	76,657.46	-	76,657.46
11/16/23 - Developer Advance No. 14	-	462,374.04	462,374.04
11/17/23 - Check Deposit (Due to Vauxmont)	537.50	-	537.50
11/17/23 - Bill.com Payment	(77,390.82)	(1,151.25)	(78,542.07)
11/20/23 - Bill.com Payment	-	(449,900.79)	(449,900.79)
<i>Subtotal</i>	<u>10,088.36</u>	<u>11,322.00</u>	<u>21,410.36</u>
<i>Anticipated transfer to Vauxmont - GF</i>	(204.40)	-	(204.40)
<i>Anticipated Bill.com payables (Capital Invoices)</i>	-	(11,322.00)	(11,322.00)
<i>Anticipated balance</i>	<u>9,883.96</u>	<u>-</u>	<u>9,883.96</u>
<i>Anticipated cash on hand</i>	<u>\$ 9,883.96</u>	<u>\$ -</u>	<u>\$ 9,883.96</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.