

## SERENITY RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2

141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228-1898  
Tel: 303-987-0835 · 800-741-3254  
Fax: 303-987-2032

### NOTICE OF A SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Richard Frank	President	2022/May 2022
Daniel Frank	Treasurer/Assistant Secretary	2022/May 2022
Marc Cooper	Assistant Secretary	2022/May 2022
<b>VACANT</b>		2023/May 2023
<b>VACANT</b>		2023/May 2023
David Solin	Secretary	

**DATE:**        **Friday, May 8, 2020**

**TIME:**        **10:00 A.M.**

**PLACE:**        DUE TO CONCERNS REGARDING THE SPREAD OF THE CORONAVIRUS (COVID-19) AND THE BENEFITS TO THE CONTROL OF THE SPREAD OF THE VIRUS BY LIMITING IN-PERSON CONTACT, THIS DISTRICT BOARD MEETING WILL BE HELD BY CONFERENCE CALL WITHOUT ANY INDIVIDUALS (NEITHER DISTRICT REPRESENTATIVES NOR THE GENERAL PUBLIC) ATTENDING IN PERSON. IF YOU WOULD LIKE TO ATTEND THIS MEETING, PLEASE CALL IN TO THE CONFERENCE BRIDGE AT **877/250-3814** AND WHEN PROMPTED, DIAL IN THE PASSCODE OF **5592663**

#### I.        ADMINISTRATIVE MATTERS

A.        Present Disclosures of Potential Conflicts of Interest.

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

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C.        Review and approve Minutes of the November 15, 2019 Special Meeting for Serenity Ridge Metropolitan District Nos. 1 and 2 (“District No. 1”, “District No.2”, and collectively the “Districts”) (enclosure).

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D.        Discuss results of May 5, 2020 Regular Election (enclosures).

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E. Consider appointment of Officers:

President \_\_\_\_\_  
 Treasurer \_\_\_\_\_  
 Secretary \_\_\_\_\_  
 Asst. Secretary \_\_\_\_\_  
 Asst. Secretary \_\_\_\_\_  
 Asst. Secretary \_\_\_\_\_  
 \_\_\_\_\_

F. \_\_\_\_\_

II. FINANCIAL MATTERS

A. Review and ratify approval of the payment of claims of District No. 1 for the periods ending, as follows (enclosures):

	Period Ending Dec. 17, 2019	Period Ending Jan. 16, 2020	Period Ending Feb. 13, 2020	Period Ending Mar. 16, 2020
General Fund	\$ 12,329.93	\$ 10,880.54	\$ 3,782.57	\$ 10,389.16
Debt Service Fund	-0-	-0-	-0-	-0-
Capital Projects Fund	-0-	-0-	-0-	-0-
<b>Total</b>	<b>\$ 12,329.93</b>	<b>\$ 10,880.54</b>	<b>\$ 3,782.57</b>	<b>\$ 10,389.16</b>

B. Review and approve payment of claims through the period ending April 13, 2020 (District No. 1), as follows (enclosure):

General Fund:	\$ 4,570.48
Debt Service Fund:	-0-
Capital Projects Fund:	-0-
Total:	<u>\$ 4,570.48</u>

C. Review and accept March 31, 2020 Unaudited Financial Statements and Schedule of Cash Position as of March 31, 2020 for the Districts (enclosures).

D. Ratify approval of the execution and filing of the Application for Exemption from Audit for 2019 (District No. 1) (enclosure).

E. Discuss status of 2019 Audit (District No. 2).

III. OPERATIONS & MAINTENANCE MATTERS/ CAPITAL PROJECT MATTERS

- A. Ratify approval of a Service Agreement by and between District No. 1 and Manhard Consulting, Ltd. for Surveying Services in the amount of \$3,000.00 (enclosure).
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- B. Ratify approval of a Service Agreement by and between District No. 1 and Schedio Group, LLC for Cost Verification Services (to be distributed).
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- C. Review and consider acceptance of the Engineer’s Report and Verification of Costs Associated with Public Improvements from Schedio Group, LLC (to be distributed).
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1. Authorize reimbursement to Serenity Investors, LLC and/or Richmond American Homes of Colorado, Inc. pursuant to respective Facilities Funding and Acquisition Agreements by and between the aforementioned entities and District No. 2.
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- D. Ratify approval of a Service Agreement for Underwater Recovery Spray of Cattails by and between District No. 1 and Underwater Recovery Specialists, Inc.
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IV. LEGAL MATTERS

- A. Review and consider approval of Cost Sharing Agreement (Landscape Improvements) by and among District No. 1, District No. 2, Serenity Ridge Condominiums Owners Association, Serenity Ridge Duplex Owners Association and Cherry Hollow Homeowners Association (to be distributed).
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- B. Discuss status of updated District boundary maps and District Public Disclosure Documents.
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V. OTHER BUSINESS

- A. \_\_\_\_\_
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VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 12, 2020.**

## RECORD OF PROCEEDINGS

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### MINUTES OF A SPECIAL MEETING OF THE BOARDS OF DIRECTORS OF THE SERENITY RIDGE METROPOLITAN DISTRICT NOS. 1 AND 2 HELD NOVEMBER 15, 2019

A special meeting of the Boards of Directors (the “Boards”) of the Serenity Ridge Metropolitan Districts Nos. 1 and 2 (hereinafter referred to as “District No. 1” and “District No. 2” respectively, and collectively the “Districts”) was duly held on Friday, the 15th day of November, 2019, at 2:00 P.M., at the offices of Centre Communities, Ltd., 7400 East Orchard Road, #290 S, Greenwood Village, Colorado. The meeting was open to the public.

#### ATTENDANCE

#### Directors In Attendance Were:

Richard Frank  
Daniel Frank

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the absence of Director Cooper was excused.

#### Also In Attendance Were:

David Solin; Special District Management Services, Inc. (“SDMS”)

Jon Hoistad, Esq.; McGeady Becher P.C.

John Moore; Resident of District No. 2/ Potential Board Candidate

#### DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosure of Potential Conflicts of Interest: The Boards discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Boards of Directors and to the Secretary of State. Attorney Hoistad noted that a quorum was present and requested members of the Boards disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute.

#### ADMINISTRATIVE MATTERS

Agenda: Mr. Solin reviewed with the Boards a proposed Agenda for the Districts’ Special Meeting.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Agenda for the Districts' Special Meeting was approved, as presented.

**Approval of Meeting Location:** The Board entered into discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the Districts' Board meeting.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Boards determined that because there was not a suitable or convenient location within the Districts' boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated, date, time and location. The Boards further noted that notice of the time, date and location was duly posted and that they have not received any objections to the location or any requests that the meeting place be changed by taxpaying electors within the Districts' boundaries.

**Board Vacancies:** Discussion ensued regarding the vacancies on the Boards. Mr. Moore expressed an interest in filling a vacant seat on the District No. 2 Board. The Board discussed timing relative to appointment versus election. No action was taken by the Board.

**Minutes:** The Boards reviewed the Minutes of the September 23, 2019 Special Meeting.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Boards approved the Minutes of the September 23, 2019 Special Meeting, as presented.

**Resolution Nos. 2019-11-01; Establishing Regular 2020 Meeting Dates, Time and Location, Establishing District Website and Designating Location for Posting of 24-Hour Notices ("Resolution No. 2019-11-01"):** The Board discussed Resolution No. 2019-11-01.

Following discussion, upon a motion duly made by Director R. Frank, seconded by Director D. Frank, and upon vote unanimously carried, the Board adopted Resolution No. 2019-11-01. The Board determined that 2020 regular meetings would be held on June 12 and November 13, 2020 at 2:00 P.M..

**§32-1-809, C.R.S. (Transparency Notice) Reporting Requirements, Mode of Eligible Elector Notification for 2020:** The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification for 2020. The Boards determined to post the required transparency notice information on the Special District Association's website and the Districts' website.

## RECORD OF PROCEEDINGS

**FINANCIAL MATTERS**

**Claims:** The Board of District No. 1 considered ratifying the approval of the payment of claims for the period ending as follows:

	Period Ending Oct. 24, 2019
General Fund	\$ 14,513.49
Debt Service Fund	-0-
Capital Projects Fund	-0-
<b>Total</b>	<b>\$ 14,513.49</b>

Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board of District No. 1 ratified approval of the payment of claims, as presented.

**Claims:** The Board of District No. 1 then considered approval of the payment of claims for the period ending November 11, 2019, as follows:

General Fund	\$	3,941.35
Debt Service Fund		-0-
Capital Projects Fund		-0-
<b>Total Claims:</b>		<b><u><u>\$ 3,941.35</u></u></b>

Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board of District No. 1 approved the payment of claims, as presented.

**Unaudited Financial Statements:** The Board discussed the unaudited financial statements for the period ending September 30, 2019 and Schedule of Cash Position for the period ending September 30, 2019.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board accepted the unaudited financial statements for the period ending September 30, 2019 and Schedule of Cash Position for the period ending September 30, 2019.

**2019 Audit (District No. 2):** The Board discussed the engagement of Stratagem CPA to perform the 2019 Audit for District No. 2.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board approved the engagement of Stratagem CPA to perform the 2019 Audit for District No. 2 in an amount not to exceed \$3,300.00.

**Application for Exemption from 2019 Audit (District No. 1):** The Board discussed the requirements for an audit.

## RECORD OF PROCEEDINGS

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Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board approved the District Accountant to prepare the Application for Exemption from Audit for 2019 for District No. 1.

**2019 Budget Amendment Hearing (District No. 1):** The President opened the public hearing to consider the Resolution to Amend the 2019 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2019 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, the Board determined that a 2019 Budget Amendment was not necessary.

**2019 Budget Amendment Hearing (District No. 2):** The President opened the public hearing to consider the Resolution to Amend the 2019 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2019 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received and the public hearing was closed.

Following review and discussion, Director R. Frank moved to adopt the Resolution to Amend 2019 Budget, Director D. Frank seconded the motion and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-11-02 to Amend the 2019 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Second Amendment to Operation Funding Agreement (“OFA”) by and between District No. 1 and Serenity Investors, LLC:** The Board discussed a Second Amendment to the OFA by and between District No. 1 and Serenity Investors, LLC.

Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board approved the Second Amendment to the OFA by and between District No. 1 and Serenity Investors, LLC.

## RECORD OF PROCEEDINGS

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**2020 Budget Hearing (District No. 1):** The President opened the public hearing to consider the proposed 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

Mr. Solin reviewed the estimated 2019 expenditures and proposed 2020 expenditures.

The Board discussed the mill levy and determined that no mill levy will be certified for the General Fund.

Following discussion, the Board considered the adoption of the Resolution to Adopt the 2020 Budget and Appropriate Sums of Money. Upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, Resolution No. 2019-11-02 was adopted, as discussed, and execution of the Certification of Budget was authorized. Mr. Solin was authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2020. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

**2020 Budget Hearing (District No. 2):** The President opened the public hearing to consider the proposed 2020 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2020 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

No public comments were received and the public hearing was closed.

Mr. Solin reviewed the estimated 2019 expenditures and the proposed 2020 expenditures.

Following discussion, the Board considered the adoption of Resolution No. 2019-11-03 to Adopt the 2020 Budget and Appropriate Sums of Money and Resolution No. 2019-11-04 to Set Mill Levies (for the General Fund at 7.659 mills and the Debt Service Fund at 43.341 mills, for a total mill levy of 51.000 mills). Upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to



## RECORD OF PROCEEDINGS

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receipt of final Certification of Assessed Valuation from the County on or before December 10, 2019. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County, not later than December 15, 2019. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2020. Copies of the adopted Resolutions are attached to these Minutes and incorporated herein by this reference.

**Resolution Authorizing Adjustment of the District Mill Levy:** Following discussion, it was determined that the adoption of a Resolution Authorizing Adjustment of the District Mill Levy was not necessary.

**DLG-70 Mill Levy Certification Form:** The Board considered authorizing the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare and sign the DLG-70 Mill Levy Certification form for certification to the Board of County Commissioners and other interested parties.

**2021 Budget Preparation:** Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and upon vote, unanimously carried, the Boards appointed the District Accountant to prepare the 2021 Budgets.

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### **OPERATION AND MAINTENANCE MATTERS**

**Status of Detention Pond Clean-Up:** Mr. Solin discussed with the Boards the status of detention pond clean-up.

**Estimate for Cattail Spraying to Treat Detention Pond (District No. 1):** The Board discussed an estimate for cattail spraying to treat the detention pond.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board approved having Underwater Recovery Spray in 2020 for an amount not to exceed \$2,700.00.

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### **LEGAL MATTERS**

**Resolution to Call the May 5, 2020 Regular Election (District No. 1):** The Board discussed the upcoming election and Resolution No. 2019-11-03 to Call the May 5, 2020 Regular Election.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-11-03 to Call the May 5, 2020 regular Election and appointed David Solin

## RECORD OF PROCEEDINGS

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as the Designated Election Official and authorized him to perform all tasks required for the May 5, 2020 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Resolution to Call the May 5, 2020 Regular Election (District No. 2):** The Board discussed the upcoming election and Resolution No. 2019-11-05 to Call the May 5, 2020 Regular Election.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board adopted Resolution No. 2019-11-05 to Call the May 5, 2020 regular Election and appointed David Solin as the Designated Election Official and authorized him to perform all tasks required for the May 5, 2020 Regular Election of the Board of Directors for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

**Letter Agreement by and among District No. 2, Serenity Investors, LLC, and Richmond American Homes of Colorado, Inc. Regarding Reimbursement Allocation for On-Site Improvements and Off-Site Improvements:** The Board reviewed a Letter Agreement by and among District No. 2, Serenity Investors, LLC, and Richmond American Homes of Colorado, Inc. Regarding Reimbursement Allocation for On-Site Improvements and Off-Site Improvements.

Following review, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board ratified approval of the Letter Agreement by and among District No. 2, Serenity Investors, LLC, and Richmond American Homes of Colorado, Inc. Regarding Reimbursement Allocation for On-Site Improvements and Off-Site Improvements.

**Reimbursement Recommendations for District Eligible Expenses, as Recommended by EVO Consulting Services, Inc. and Authorize Reimbursement to Serenity Investors, LLC and/or Richmond Homes of Colorado, Inc. Pursuant to the Respective Facilities Funding and Acquisition Agreements (“FFAA”) by and between the aforementioned entities and District No. 2:** The Board reviewed Reimbursement Recommendations for District Eligible Expenses, as recommended by EVO Consulting Services, Inc.

Following review, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board of District No. 2 ratified acceptance of the Reimbursement Recommendations for District Eligible Expenses, as Recommended by EVO Consulting Services, Inc. and authorized reimbursement to Serenity Investors, LLC and/or Richmond Homes of Colorado, Inc. pursuant to the respective FFAA by and between the aforementioned entities and District No. 2.

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**McGeady Becher P.C. District Records Retention Policy:** Attorney Hoistad presented to the Board the update to the McGeady Becher P.C. Document Retention Policy. The Board approved the update and directed a copy of the approved updated McGeady Becher P.C. Document Retention Policy be attached to the minutes for this meeting. Accordingly, a copy of the updated McGeady Becher P.C. Document Retention Policy is attached hereto and incorporated herein by reference.

**Updated District Boundary Maps:** The Board discussed the engagement of an engineer to prepare updated District Boundary Maps.

Following discussion, upon motion duly made by Director D. Frank, seconded by Director R. Frank and, upon vote, unanimously carried, the Board approved the engagement of an engineer to prepare updated District Boundary Maps.

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### **OTHER BUSINESS**

**HOA Cost Sharing for Public Improvements and Joint Projects for Maintenance:** The Board discussed a possible agreement relative to cost sharing for public improvements and joint projects for maintenance.

Following discussion, upon motion duly made by Director R. Frank, seconded by Director D. Frank and, upon vote, unanimously carried, the Board directed legal counsel to prepare a draft agreement for review by the Board.

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### **ADJOURNMENT**

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

Respectfully submitted,

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

**NOTICE OF CANCELLATION**  
**and**  
**CERTIFIED STATEMENT OF RESULTS**  
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

**NOTICE IS HEREBY GIVEN** by the Serenity Ridge Metropolitan District No. 1, County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 5, 2020 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Vacant	Second Regular Election, May 2023
Vacant	Second Regular Election, May 2023

/s/ David Solin  
(Designated Election Official)

Contact Person for the District:	David Solin
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	dsolin@sdmsi.com

**NOTICE OF CANCELLATION**  
**and**  
**CERTIFIED STATEMENT OF RESULTS**  
§1-13.5-513(6), 32-1-104, 1-11-103(3) C.R.S.

**NOTICE IS HEREBY GIVEN** by the Serenity Ridge Metropolitan District No. 2, County, Colorado, that at the close of business on the sixty-third day before the election, there were not more candidates for director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates; therefore, the election to be held on May 5, 2020 is hereby canceled pursuant to section 1-13.5-513(6) C.R.S.

The following candidates are declared elected for the following terms of office:

<u>Name</u>	<u>Term</u>
Vacant	Second Regular Election, May 2023
Vacant	Second Regular Election, May 2023

/s/ David Solin  
(Designated Election Official)

Contact Person for the District:	David Solin
Telephone Number of the District:	303-987-0835
Address of the District:	141 Union Boulevard, Suite 150, Lakewood, CO 80228
District Facsimile Number:	303-987-2032
District Email:	dsolin@sdmsi.com

Serenity Ridge Metropolitan District No.1  
December-19

	General	Debt	Capital	Totals
Disbursements	\$ 12,329.93	\$ -	\$ -	\$ 12,329.93
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$12,329.93</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$12,329.93</b>

Report Criteria:  
Report type: GL detail

Check No - Date	Payee	Invoice No	GL Account Title	GL Acct	Invoice Amount	Total
<b>5378</b>						
12/17/2019	Aurora Media Group	97135	Miscellaneous	1-685	35.85	35.85
Total 5378:						35.85
<b>5379</b>						
12/17/2019	CO Special Districts P	POL-0002201	Prepaid Expens	1-143	1,880.00	1,880.00
12/17/2019	CO Special Districts P	POL-0002202	Prepaid Expens	1-143	1,880.00	1,880.00
Total 5379:						3,760.00
<b>5380</b>						
12/17/2019	McGeady Becher P.C.	10.31.19	Legal	1-675	3,590.50	3,590.50
Total 5380:						3,590.50
<b>5381</b>						
12/17/2019	Special Dist Managem	11.30.19 - 1	Accounting	1-612	574.00	574.00
12/17/2019	Special Dist Managem	11.30.19 - 1	Management	1-680	1,769.00	1,769.00
12/17/2019	Special Dist Managem	11.30.19 - 1	Miscellaneous	1-685	122.81	122.81
12/17/2019	Special Dist Managem	11.30.19 - 2	Accounting	1-612	994.00	994.00
12/17/2019	Special Dist Managem	11.30.19 - 2	Management	1-680	439.00	439.00
12/17/2019	Special Dist Managem	11.30.19 - 2	Miscellaneous	1-685	54.77	54.77
Total 5381:						3,953.58
<b>5382</b>						
12/17/2019	T. Charles Wilson Insur	7912	Prepaid Expens	1-143	495.00	495.00
12/17/2019	T. Charles Wilson Insur	7913	Prepaid Expens	1-143	495.00	495.00
Total 5382:						990.00
Grand Totals:						12,329.93

Serenity Ridge Metropolitan District No.1  
January-20

	General	Debt	Capital	Totals
Disbursements	\$ 10,880.54	\$ -	\$ -	\$ 10,880.54
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$10,880.54</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,880.54</b>



Report Criteria:  
Report type: GL detail

Check No - Date	Payee	Invoice No	GL Account Title	GL Acct	Invoice Amount	Total
5383						
01/16/2020	EVO Consulting Servic	1151	Miscellaneous	1-685	5,110.00	5,110.00
Total 5383:						5,110.00
5384						
01/16/2020	McGeady Becher P.C.	1017B 11/19	Legal	1-675	80.00	80.00
01/16/2020	McGeady Becher P.C.	1017B 11/19	Legal	1-675	4,289.92	4,289.92
Total 5384:						4,369.92
5385						
01/16/2020	Special Dist Managem	12/2019-1	Accounting	1-612	574.00	574.00
01/16/2020	Special Dist Managem	12/2019-1	Election	1-635	28.00	28.00
01/16/2020	Special Dist Managem	12/2019-1	Management	1-680	434.00	434.00
01/16/2020	Special Dist Managem	12/2019-1	Miscellaneous	1-685	41.02	41.02
01/16/2020	Special Dist Managem	12/2019-2	Accounting	1-612	28.00	28.00
01/16/2020	Special Dist Managem	12/2019-2	Election	1-635	14.00	14.00
01/16/2020	Special Dist Managem	12/2019-2	Management	1-680	280.00	280.00
01/16/2020	Special Dist Managem	12/2019-2	Miscellaneous	1-685	1.60	1.60
Total 5385:						1,400.62
Grand Totals:						10,880.54

Serenity Ridge Metropolitan District No.1  
February-20

	General	Debt	Capital	Totals
Disbursements	\$ 3,782.57	\$ -	\$ -	\$ 3,782.57
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$3,782.57</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,782.57</b>

Report Criteria:

Report type: GL detail

Check No - Date	Payee	Invoice No	GL Account Title	GL Acct	Invoice Amount	Total
5386						
02/13/2020	Aurora Media Group	97718	Election	1-635	50.30	50.30
Total 5386:						50.30
5387						
02/13/2020	McGeady Becher P.C.	1017B-110	Legal	1-675	519.50	519.50
Total 5387:						519.50
5388						
02/13/2020	Special Dist Managem	D1-01/2020	Accounting	1-612	448.00	448.00
02/13/2020	Special Dist Managem	D1-01/2020	Election	1-635	112.00	112.00
02/13/2020	Special Dist Managem	D1-01/2020	Management	1-680	938.00	938.00
02/13/2020	Special Dist Managem	D1-01/2020	Miscellaneous	1-685	59.18	59.18
02/13/2020	Special Dist Managem	D2 01/2020	Accounting	1-612	56.00	56.00
02/13/2020	Special Dist Managem	D2 01/2020	Election	1-635	98.00	98.00
02/13/2020	Special Dist Managem	D2 01/2020	Management	1-680	420.00	420.00
02/13/2020	Special Dist Managem	D2 01/2020	Miscellaneous	1-685	6.09	6.09
Total 5388:						2,137.27
5389						
02/13/2020	Special District Associ	D1 2020 RENEWAL	Insurance/SDA	1-670	536.28	536.28
02/13/2020	Special District Associ	D2 2020 RENEWAL	Insurance/SDA	1-670	539.22	539.22
Total 5389:						1,075.50
Grand Totals:						3,782.57

Serenity Ridge Metropolitan District No.1  
March-20

	General	Debt	Capital	Totals
Disbursements	\$ 10,389.16	\$ -	\$ -	\$ 10,389.16
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$10,389.16</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$10,389.16</b>

Report Criteria:  
Report type: GL detail

Check No - Date	Payee	Invoice No	GL Account Title	GL Acct	Invoice Amount	Total
<b>5390</b>						
03/16/2020	EVO Consulting Servic	1065	Miscellaneous	1-685	1,785.00	1,785.00
Total 5390:						1,785.00
<b>5391</b>						
03/16/2020	McGeady Becher P.C.	1017B 01/20	Legal	1-675	6,447.00	6,447.00
Total 5391:						6,447.00
<b>5392</b>						
03/16/2020	Special Dist Managem	D1-02/20	Accounting	1-612	434.00	434.00
03/16/2020	Special Dist Managem	D1-02/20	Audit	1-615	210.00	210.00
03/16/2020	Special Dist Managem	D1-02/20	Election	1-635	42.00	42.00
03/16/2020	Special Dist Managem	D1-02/20	Management	1-680	574.00	574.00
03/16/2020	Special Dist Managem	D1-02/20	Miscellaneous	1-685	39.18	39.18
03/16/2020	Special Dist Managem	D1-02/20	Insurance/SDA	1-670	56.00	56.00
03/16/2020	Special Dist Managem	D2-02/20	Audit	1-615	140.00	140.00
03/16/2020	Special Dist Managem	D2-02/20	Election	1-635	42.00	42.00
03/16/2020	Special Dist Managem	D2-02/20	Insurance/SDA	1-670	56.00	56.00
03/16/2020	Special Dist Managem	D2-02/20	Management	1-680	224.00	224.00
03/16/2020	Special Dist Managem	D2-02/20	Miscellaneous	1-685	3.98	3.98
03/16/2020	Special Dist Managem	D2-02/20	Accounting	1-612	336.00	336.00
Total 5392:						2,157.16
Grand Totals:						10,389.16

Serenity Ridge Metropolitan District No.1  
April-20

	General	Debt	Capital	Totals
Disbursements	\$ 4,570.48	\$ -	\$ -	\$ 4,570.48
	\$ -	\$ -	\$ -	\$ -
<b>Total Disbursements from Checking Acct</b>	<b>\$4,570.48</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$4,570.48</b>

Report Criteria:

Report type: GL detail

Check No - Date	Payee	Invoice No	GL Account Title	GL Acct	Invoice Amount	Total
5393						
04/13/2020	Aurora Media Group	98394	Election	1-635	40.10	40.10
Total 5393:						40.10
5394						
04/13/2020	McGeady Becher P.C.	1017B 02/2020	Legal	1-675	1,669.00	1,669.00
Total 5394:						1,669.00
5395						
04/13/2020	Special Dist Managem	D1 03/2020	Accounting	1-612	574.00	574.00
04/13/2020	Special Dist Managem	D1 03/2020	Election	1-635	182.00	182.00
04/13/2020	Special Dist Managem	D1 03/2020	Management	1-680	331.50	331.50
04/13/2020	Special Dist Managem	D1 03/2020	Miscellaneous	1-685	22.59	22.59
04/13/2020	Special Dist Managem	D1 03/2020	Audit	1-615	140.00	140.00
04/13/2020	Special Dist Managem	D2 03/2020	Accounting	1-612	140.00	140.00
04/13/2020	Special Dist Managem	D2 03/2020	Audit	1-615	1,232.00	1,232.00
04/13/2020	Special Dist Managem	D2 03/2020	Election	1-635	182.00	182.00
04/13/2020	Special Dist Managem	D2 03/2020	Management	1-680	56.00	56.00
04/13/2020	Special Dist Managem	D2 03/2020	Miscellaneous	1-685	1.29	1.29
Total 5395:						2,861.38
Grand Totals:						4,570.48

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 1**  
**Schedule of Cash Position**  
**March 31, 2020**

	<u>Operating</u>
<b>Checking:</b>	
Cash in Bank-Independent Bank	\$ 5,309.24
<b>TOTAL FUNDS:</b>	<u>\$ 5,309.24</u>

**Board of Directors**

- \* Richard A. Frank
- \* Marc Cooper
- \* Daniel Frank

\* Authorized signer on the Checking Account



**SERENITY RIDGE METROPOLITAN DISTRICT NO. 1**

**FINANCIAL STATEMENTS**

**March 31, 2020**

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 1**  
**Combined Balance Sheet - All Fund Types and Account Groups**  
**March 31, 2020**

	<u>GENERAL</u>	<u>FIXED ASSETS</u>	<u>TOTAL</u>
<b>Assets</b>			
Cash in Bank-First Bank	\$ 5,309	\$ -	\$ 5,309
Total Current Assets	<u>5,309</u>	<u>-</u>	<u>5,309</u>
<b>Fixed Assets</b>			
Fixed Assets	-	7,857,375	7,857,375
Total Fixed Assets	<u>-</u>	<u>7,857,375</u>	<u>7,857,375</u>
<b>Total Assets</b>	<u>\$ 5,309</u>	<u>\$ 7,857,375</u>	<u>\$ 7,862,684</u>
<b>Liabilities</b>			
Due to Serenity MD #2	\$ 38,208	\$ -	\$ 38,208
Total Liabilities	<u>38,208</u>	<u>-</u>	<u>38,208</u>
<b>Fund Balance</b>			
Investment in Fixed Assets	-	7,857,375	7,857,375
Fund Balance	(41,482)	-	(41,482)
Current Year Earnings	8,583		8,583
Total Fund Balances	<u>(32,899)</u>	<u>7,857,375</u>	<u>7,824,476</u>
<b>Total Liabilities and Fund Balance</b>	<u>\$ 5,309</u>	<u>\$ 7,857,375</u>	<u>\$ 7,862,684</u>

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 1**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 3 Months Ending,**  
**March 31, 2020**  
**General Fund**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Developer Advance	\$ -	\$ -	\$ -	\$ -	-
<b>Total Revenues</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Expenditures</b>					
Audit	350	350	500	150	70.0%
Accounting	1,274	1,274	-	(1,274)	-
Election	344	344	1,500	1,156	23.0%
Insurance/SDA Dues	6,738	6,738	7,500	763	89.8%
Legal	6,447	6,447	15,500	9,053	41.6%
Management	2,156	2,156	20,500	18,344	10.5%
Miscellaneous	108	108	1,000	892	10.8%
Detention Pond Mtce	-	-	25,000	25,000	0.0%
Contingency	-	-	220,000	220,000	0.0%
Maintenance Reserve	-	-	3,555	3,555	0.0%
	<u>17,417</u>	<u>17,417</u>	<u>295,055</u>	<u>277,638</u>	<u>5.9%</u>
Excess (Deficiency) of Revenues Over Expenditures	(17,417)	(17,417)	(295,055)	277,638	5.9%
<b>Other Financing Sources (Uses)</b>					
Transfer from District No. 2	26,000	26,000	300,000	(274,000)	8.7%
Emergency Reserve	-	-	(9,000)	9,000	0.0%
<b>Total Other Financing Sources (Uses)</b>	<u>26,000</u>	<u>26,000</u>	<u>291,000</u>	<u>(265,000)</u>	<u>8.9%</u>
Change in Fund Balance	8,583	8,583	(4,055)	12,638	
Beginning Fund Balance	(41,482)	(41,482)	10,733	(52,215)	
<b>Ending Fund Balance</b>	<u>\$ (32,899)</u>	<u>\$ (32,899)</u>	<u>\$ 6,678</u>	<u>\$ (39,577)</u>	

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**  
**Schedule of Cash Position**  
**March 31, 2020**

	<u>Rate</u>	<u>Operating</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
<b>Investments:</b>					
Cash in Bank-ColoTrust	1.46%	\$ 178,647.35	\$ 615,290.10	\$ -	\$ 793,937.45
<b>Trustee:</b>					
UMB 2018A Unrestricted Project		-	-	2,880,076.89	2,880,076.89
UMB 2018B Unrestricted Project		-	-	654,781.43	654,781.43
UMB-Surplus Fund		-	575,421.29	-	575,421.29
UMB 2018A Reserve Fund		-	1,191,337.20	-	1,191,337.20
GO 2018A Senior Bond Fund		-	94.83	-	94.83
<b>TOTAL FUNDS:</b>		<u>\$ 178,647.35</u>	<u>\$ 2,382,143.42</u>	<u>\$ 3,534,858.32</u>	<u>\$ 6,095,649.09</u>

**2020 Mill Levy Information**

Certified General Fund Mill Levy	7.659
Certified Debt Service Fund Mill Levy	<u>43.341</u>
Total Certified Mill Levy	<u>51.000</u>

**Board of Directors**

- \* Richard Frank
- \* Daniel Frank
- \* Marc Cooper

\* Authorized signer on the Checking Account

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**

**FINANCIAL STATEMENTS**

**March 31, 2020**

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**  
**COMBINED BALANCE SHEET - ALL FUND TYPES AND ACCOUNT GROUPS**  
**March 31, 2020**

	<u>GENERAL</u>	<u>DEBT SERVICE</u>	<u>CAPITAL PROJECTS</u>	<u>LONG-TERM DEBT</u>	<u>TOTAL</u>
<b>Assets</b>					
Cash in Bank-ColoTrust	\$ 178,647	\$ 615,290	\$ -	\$ -	\$ 793,937
UMB 2018A Unrestricted Project	-	-	2,880,077	-	2,880,077
UMB 2018B Unrestricted Project	-	-	654,781	-	654,781
UMB 2018A Reserve Fund	-	1,191,337	-	-	1,191,337
UMB-Surplus Fund	-	575,421	-	-	575,421
Cash with County Treasurer	-	-	-	-	-
GO 2018A Senior Bond Fund	-	95	-	-	95
Property Taxes Receivable	109,340	618,735	-	-	728,076
Receivable District No. 1	37,100	1,108	-	-	38,208
Total Current Assets	<u>325,088</u>	<u>3,001,987</u>	<u>3,534,858</u>	<u>-</u>	<u>6,861,933</u>
<b>Other Debits</b>					
Amount in Debt Service Fund	-	-	-	2,383,251	2,383,251
Amount to be Provided for Debt	-	-	-	14,225,150	14,225,150
Total Other Debits	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,608,401</u>	<u>16,608,401</u>
<b>Total Assets</b>	<u><u>\$ 325,088</u></u>	<u><u>\$ 3,001,987</u></u>	<u><u>\$ 3,534,858</u></u>	<u><u>\$ 16,608,401</u></u>	<u><u>\$ 23,470,334</u></u>
<b>Liabilities</b>					
2018A Refunding and Imp Bonds	\$ -	\$ -	\$ -	\$ 14,575,000	\$ 14,575,000
2018A Original Issue Premium	-	-	-	127,401	127,401
2018B GO Limited Tax Bonds	-	-	-	1,906,000	1,906,000
Total Liabilities	<u>-</u>	<u>-</u>	<u>-</u>	<u>16,608,401</u>	<u>16,608,401</u>
<b>Deferred Inflows of Resources</b>					
Deferred Property Taxes	109,340	618,735	-	-	728,076
Total Deferred Inflows of Resources	<u>109,340</u>	<u>618,735</u>	<u>-</u>	<u>-</u>	<u>728,076</u>
<b>Fund Balance</b>					
Fund Balance	182,360	2,035,733	3,522,067	-	5,740,159
Current Year Earnings	33,387	347,519	12,791	-	393,698
Total Fund Balances	<u>215,747</u>	<u>2,383,251</u>	<u>3,534,858</u>	<u>-</u>	<u>6,133,857</u>
<b>Total Liabilities, Deferred Inflows of Resources and Fund Balance</b>	<u><u>\$ 325,088</u></u>	<u><u>\$ 3,001,987</u></u>	<u><u>\$ 3,534,858</u></u>	<u><u>\$ 16,608,401</u></u>	<u><u>\$ 23,470,334</u></u>

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 3 Months Ending,**  
**March 31, 2020**  
**General Fund**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 58,132	\$ 58,132	\$ 199,316	\$ (141,184)	29.2%
Specific Ownership Taxes	2,426	2,426	10,000	(7,574)	24.3%
Interest Income	(297)	(297)	150	(447)	-197.7%
<b>Total Revenues</b>	<u>60,262</u>	<u>60,262</u>	<u>209,466</u>	<u>(149,204)</u>	<u>28.8%</u>
<b>Expenditures</b>					
Treasurer's Fees	874	874	2,990	2,116	29.2%
Emergency Reserve	-	-	6,284	6,284	0.0%
<b>Total Expenditures</b>	<u>874</u>	<u>874</u>	<u>9,274</u>	<u>8,400</u>	<u>9.4%</u>
Excess (Deficiency) of Revenues Over Expenditures	59,387	59,387	200,192	(140,805)	
<b>Other Financing Sources (Uses)</b>					
Transfer to District No. 1	(26,000)	(26,000)	(300,000)	274,000	
<b>Total Other Financing Sources (Uses)</b>	<u>(26,000)</u>	<u>(26,000)</u>	<u>(300,000)</u>	<u>274,000</u>	
Change in Fund Balance	33,387	33,387	(99,808)	133,195	
Beginning Fund Balance	182,360	182,360	167,095	15,265	
<b>Ending Fund Balance</b>	<u>\$ 215,747</u>	<u>\$ 215,747</u>	<u>\$ 67,287</u>	<u>\$ 148,460</u>	

**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**For the 3 Months Ending,**  
**March 31, 2020**  
**Debt Service Fund**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Property Tax Revenue	\$ 331,998	\$ 331,998	\$ 1,127,893	\$ (795,895)	29.4%
Specific Ownership Taxes	13,729	13,729	67,674	(53,945)	20.3%
Interest Income	7,725	7,725	-	7,725	0.0%
<b>Total Revenues</b>	<u>353,452</u>	<u>353,452</u>	<u>1,195,567</u>	<u>(842,115)</u>	<u>29.6%</u>
<b>Expenditures</b>					
Bond Principal	-	-	150,000	150,000	0.0%
Bond Interest	-	-	726,207	726,207	0.0%
Audit	-	-	6,500	6,500	0.0%
Paying Agent Fees	986	986	5,000	4,014	19.7%
Miscellaneous	-	-	2,500	2,500	-
Treasurer's Fees	4,947	4,947	16,918	11,971	29.2%
<b>Total Expenditures</b>	<u>5,933</u>	<u>5,933</u>	<u>907,125</u>	<u>901,192</u>	<u>0.7%</u>
Excess (Deficiency) of Revenues Over Expenditures	347,519	347,519	288,442	59,077	
Beginning Fund Balance	2,035,733	2,035,733	2,000,806	34,927	
<b>Ending Fund Balance</b>	<u>\$ 2,383,251</u>	<u>\$ 2,383,251</u>	<u>\$ 2,289,248</u>	<u>\$ 94,003</u>	



**SERENITY RIDGE METROPOLITAN DISTRICT NO. 2**  
**Statement of Revenues, Expenditures and Changes in Fund Balance - Budget and Actual**  
**Capital Projects Fund**  
**For the 3 Months Ending,**  
**March 31, 2020**

	<u>Period Actual</u>	<u>YTD Actual</u>	<u>Budget</u>	<u>Favorable (Unfavorable) Variance</u>	<u>% of Budget</u>
<b>Revenues</b>					
Interest Income	\$ 14,759	\$ 14,759	\$ 130,000	\$ (115,241)	11.4%
<b>Total Revenues</b>	<u>14,759</u>	<u>14,759</u>	<u>130,000</u>	<u>(115,241)</u>	<u>11.4%</u>
<b>Expenditures</b>					
Miscellaneous	1,967	1,967	-	(1,967)	-
<b>Total Expenditures</b>	<u>1,967</u>	<u>1,967</u>	<u>-</u>	<u>(1,967)</u>	<u>0.0%</u>
Excess (Deficiency) of Revenues Over Expenditures	12,791	12,791	130,000	(117,209)	
Beginning Fund Balance	3,522,067	3,522,067	6,224,795	(2,702,728)	
<b>Ending Fund Balance</b>	<u>\$ 3,534,858</u>	<u>\$ 3,534,858</u>	<u>\$ 6,354,795</u>	<u>\$ (2,819,937)</u>	

## APPLICATION FOR EXEMPTION FROM AUDIT

# SHORT FORM

IF EITHER REVENUES OR EXPENDITURES EXCEED \$100,000, USE THE LONG FORM.

Under the Local Government Audit Law (Section 29-1-601, et seq., C.R.S.) any local government may apply for an exemption from audit if neither revenues nor expenditures exceed \$750,000 in the year.

## EXEMPTIONS FROM AUDIT ARE NOT AUTOMATIC

To qualify for exemption from audit, a local government must complete an Application for Exemption from Audit EACH YEAR and submit it to the Office of the State Auditor (OSA).

Any preparer of an Application for Exemption from Audit-SHORT FORM must be a person skilled in governmental accounting.

Approval for an exemption from audit is granted only upon the review by the OSA.

## READ ALL INSTRUCTIONS BEFORE COMPLETING AND SUBMITTING THIS FORM

ALL APPLICATIONS MUST BE FILED WITH THE OSA WITHIN 3 MONTHS AFTER THE ACCOUNTING YEAR-END.

FOR EXAMPLE, APPLICATIONS MUST BE RECEIVED BY THE OSA ON OR BEFORE MARCH 31 FOR GOVERNMENTS WITH A DECEMBER 31 YEAR-END.

GOVERNMENTAL ACTIVITY SHOULD BE REPORTED ON THE MODIFIED ACCRUAL BASIS  
PROPRIETARY ACTIVITY SHOULD BE REPORTED ON A BUDGETARY BASIS

POSTMARK DATES WILL NOT BE ACCEPTED AS PROOF OF SUBMISSION ON OR BEFORE THE STATUTORY DEADLINE

PRIOR YEAR FORMS ARE OBSOLETE AND WILL NOT BE ACCEPTED. FOR YOUR REFERENCE, COLORADO REVISED STATUTES CAN BE FOUND AT:

APPLICATIONS SUBMITTED ON FORMS OTHER THAN THOSE PRESCRIBED BY THE OSA WILL NOT BE ACCEPTED.

<http://www.lexisnexis.com/hottopics/Colorado/>

APPLICATIONS MUST BE FULLY AND ACCURATELY COMPLETED.

## CHECKLIST

- Has the preparer signed the application?
- Has the entity corrected all Prior Year Deficiencies as communicated by the OSA?
- Has the application been PERSONALLY reviewed and approved by the governing body?
- Did you include any relevant explanations for unusual items in the appropriate spaces at the end of each section?
- Will this application be submitted via Fax or Email?
  - If yes, have you read and understand the new Electronic Signature Policy? See new policy -> [here](#)
- or--
- If yes, have you included a resolution?
  - Does the resolution state that the governing body PERSONALLY reviewed and approved the resolution in an open public meeting?
  - Has the resolution been signed by a MAJORITY of the governing body? (See sample resolution.)
- Will this application be submitted via a mail service? (e.g. US Post Office, FedEx, UPS, courier.)
  - If yes, does the application include ORIGINAL INK SIGNATURES from the MAJORITY of the governing body?

## FILING METHODS

NEW METHOD! Register and submit your Applications at our new portal!

WEB PORTAL: <https://apps.leg.co.gov/osa/lq>

MAIL: Office of the State Auditor  
Local Government Audit Division  
1525 Sherman St., 7th Floor  
Denver, CO 80203

FAX: 303-869-3061

EMAIL: [osa.lg@state.co.us](mailto:osa.lg@state.co.us)

QUESTIONS? 303-869-3000

## IMPORTANT!

All Applications for Exemption from Audit are subject to review and approval by the Office of the State Auditor.

Governmental Activity should be reported on the Modified Accrual Basis

Proprietary Activity should be reported on the Cash or Budgetary Basis

Failure to file an application or denial of the request could cause the local government to lose its exemption from audit for that year and the ensuing year.

In that event, AN AUDIT SHALL BE REQUIRED.



# APPLICATION FOR EXEMPTION FROM AUDIT

## SHORT FORM

NAME OF GOVERNMENT  
ADDRESS

Serenity Ridge Metropolitan District No. 1
c/o Special District Management Services, Inc.
141 Union Blvd., Suite 150
Lakewood, CO 80228-1898
David Solin
303-987-8035
dsolin@sdmsi.com

For the Year Ended  
12/31/19  
or fiscal year ended:

CONTACT PERSON  
PHONE  
EMAIL  
FAX

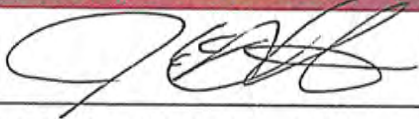
### PART 1 - CERTIFICATION OF PREPARER

I certify that I am skilled in governmental accounting and that the information in the application is complete and accurate, to the best of my knowledge.

NAME:  
TITLE  
FIRM NAME (if applicable)  
ADDRESS  
PHONE  
DATE PREPARED

James H. Ruthven
Director of Finance
Special District Management Services, Inc.
141 Union Blvd., Suite 150, Lakewood, CO 80228-1898
303-987-0835
2/26/2020

### PREPARER (SIGNATURE REQUIRED)



Please indicate whether the following financial information is recorded using Governmental or Proprietary fund types

**GOVERNMENTAL**  
(MODIFIED ACCRUAL BASIS)

**PROPRIETARY**  
(CASH OR BUDGETARY BASIS)



## PART 2 - REVENUE

**REVENUE:** All revenues for all funds must be reflected in this section, including proceeds from the sale of the government's land, building, and equipment, and proceeds from debt or lease transactions. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
2-1	Taxes: Property (report mills levied in Question 10-6)	\$ -	Please use this space to provide any necessary explanations
2-2	Specific ownership	\$ -	
2-3	Sales and use	\$ -	
2-4	Other (specify):	\$ -	
2-5	Licenses and permits	\$ -	
2-6	Intergovernmental: Grants	\$ -	
2-7	Conservation Trust Funds (Lottery)	\$ -	
2-8	Highway Users Tax Funds (HUTF)	\$ -	
2-9	Other (specify):	\$ -	
2-10	Charges for services	\$ -	
2-11	Fines and forfeits	\$ -	
2-12	Special assessments	\$ -	
2-13	Investment income	\$ -	
2-14	Charges for utility services	\$ -	
2-15	Debt proceeds (should agree with line 4-4, column 2)	\$ -	
2-16	Lease proceeds	\$ -	
2-17	Developer Advances received (should agree with line 4-4)	\$ 18,073	
2-18	Proceeds from sale of capital assets	\$ -	
2-19	Fire and police pension	\$ -	
2-20	Donations	\$ -	
2-21	Other (specify):	\$ -	
2-22		\$ -	
2-23		\$ -	
2-24	(add lines 2-1 through 2-23) <b>TOTAL REVENUE</b>	\$ 18,073	

## PART 3 - EXPENDITURES/EXPENSES

**EXPENDITURES:** All expenditures for all funds must be reflected in this section, including the purchase of capital assets and principal and interest payments on long-term debt. Financial information will not include fund equity information.

Line#	Description	Round to nearest Dollar	Please use this space to provide any necessary explanations
3-1	Administrative	\$ 23,174	Please use this space to provide any necessary explanations
3-2	Salaries	\$ -	
3-3	Payroll taxes	\$ -	
3-4	Contract services	\$ -	
3-5	Employee benefits	\$ -	
3-6	Insurance	\$ 6,331	
3-7	Accounting and legal fees	\$ 29,468	
3-8	Repair and maintenance	\$ 17,120	
3-9	Supplies	\$ -	
3-10	Utilities and telephone	\$ -	
3-11	Fire/Police	\$ -	
3-12	Streets and highways	\$ -	
3-13	Public health	\$ -	
3-14	Culture and recreation	\$ -	
3-15	Utility operations	\$ -	
3-16	Capital outlay	\$ -	
3-17	Debt service principal (should agree with Part 4)	\$ -	
3-18	Debt service interest	\$ -	
3-19	Repayment of Developer Advance Principal (should agree with line 4-4)	\$ -	
3-20	Repayment of Developer Advance Interest	\$ -	
3-21	Contribution to pension plan (should agree to line 7-2)	\$ -	
3-22	Contribution to Fire & Police Pension Assoc. (should agree to line 7-2)	\$ -	
3-23	Other (specify):	\$ -	
3-24		\$ -	
3-25		\$ -	
3-26	(add lines 3-1 through 3-24) <b>TOTAL EXPENDITURES/EXPENSES</b>	\$ 76,093	

If TOTAL REVENUE (Line 2-24) or TOTAL EXPENDITURES (Line 3-26) are GREATER than \$100,000 - **STOP**. You may not use this form. Please use the "Application for Exemption from Audit - LONG FORM".



## PART 4 - DEBT OUTSTANDING, ISSUED, AND RETIRED

Please answer the following questions by marking the appropriate boxes.

4-1 Does the entity have outstanding debt? Yes  No   
 If Yes, please attach a copy of the entity's Debt Repayment Schedule.

4-2 Is the debt repayment schedule attached? If no, MUST explain: Yes  No   
 The outstanding debt consists of Developer advances for which there is no repayment schedule.

4-3 Is the entity current in its debt service payments? If no, MUST explain: Yes  No   
 n/a

Please complete the following debt schedule, if applicable: (please only include principal amounts)(enter all amount as positive numbers)	Outstanding at end of prior year*	Issued during year	Retired during year	Outstanding at year-end
General obligation bonds	\$ -	\$ -	\$ -	\$ -
Revenue bonds	\$ -	\$ -	\$ -	\$ -
Notes/Loans	\$ -	\$ -	\$ -	\$ -
Leases	\$ -	\$ -	\$ -	\$ -
Developer Advances	\$ 217,817	\$ 18,073	\$ -	\$ 235,890
Other (specify):	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 217,817</b>	<b>\$ 18,073</b>	<b>\$ -</b>	<b>\$ 235,890</b>

\*must tie to prior year ending balance

Please answer the following questions by marking the appropriate boxes.

4-5 Does the entity have any authorized, but unissued, debt? Yes  No   
 If yes: How much? \_\_\_\_\_

Date the debt was authorized: \_\_\_\_\_

4-6 Does the entity intend to issue debt within the next calendar year? Yes  No   
 If yes: How much? \$ \_\_\_\_\_

4-7 Does the entity have debt that has been refinanced that it is still responsible for? Yes  No   
 If yes: What is the amount outstanding? \$ \_\_\_\_\_

4-8 Does the entity have any lease agreements? Yes  No   
 If yes: What is being leased? \_\_\_\_\_

What is the original date of the lease? \_\_\_\_\_

Number of years of lease? \_\_\_\_\_

Is the lease subject to annual appropriation? Yes  No   
 What are the annual lease payments? \$ \_\_\_\_\_

Please use this space to provide any explanations or comments:

## PART 5 - CASH AND INVESTMENTS

Please provide the entity's cash deposit and investment balances.

	Amount	Total
5-1 YEAR-END Total of ALL Checking and Savings Accounts	\$ 4,362	
5-2 Certificates of deposit	\$ -	
<b>Total Cash Deposits</b>		<b>\$ 4,362</b>
Investments (if investment is a mutual fund, please list underlying investments):		
_____	\$ -	
_____	\$ -	
_____	\$ -	
5-3 <b>Total Investments</b>		<b>\$ -</b>
<b>Total Cash and Investments</b>		<b>\$ 4,362</b>

Please answer the following questions by marking in the appropriate boxes

5-4 Are the entity's Investments legal in accordance with Section 24-75-601, et. seq., C.R.S.? Yes  No  N/A

5-5 Are the entity's deposits in an eligible (Public Deposit Protection Act) public depository (Section 11-10.5-101, et seq. C.R.S.)? Yes  No  N/A

If no, MUST use this space to provide any explanations:



## PART 6 - CAPITAL ASSETS

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 6-1 Does the entity have capital assets?
- 6-2 Has the entity performed an annual inventory of capital assets in accordance with Section 29-1-506, C.R.S.? If no, MUST explain:

6-3 Complete the following capital assets table:

	Balance - beginning of the year*	Additions (Must be included in Part 3)	Deletions	Year-End Balance
Land	\$ -	\$ -	\$ -	\$ -
Buildings	\$ -	\$ -	\$ -	\$ -
Machinery and equipment	\$ -	\$ -	\$ -	\$ -
Furniture and fixtures	\$ -	\$ -	\$ -	\$ -
Infrastructure	\$ -	\$ -	\$ -	\$ -
Construction In Progress (CIP)	\$ 7,857,375	\$ -	\$ -	\$ 7,857,375
Other (explain):	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	<b>\$ 7,857,375</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,857,375</b>

Please use this space to provide any explanations or comments:

## PART 7 - PENSION INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No

- 7-1 Does the entity have an "old hire" firemen's pension plan?
- 7-2 Does the entity have a volunteer firemen's pension plan?

If yes: Who administers the plan?

Indicate the contributions from:

Tax (property, SO, sales, etc.):	\$ -
State contribution amount:	\$ -
Other (gifts, donations, etc.):	\$ -
<b>TOTAL</b>	<b>\$ -</b>

What is the monthly benefit paid for 20 years of service per retiree as of Jan

Please use this space to provide any explanations or comments:

## PART 8 - BUDGET INFORMATION

Please answer the following questions by marking in the appropriate boxes.

Yes                      No                      N/A

- 8-1 Did the entity file a budget with the Department of Local Affairs for the current year in accordance with Section 29-1-113 C.R.S.?

- 8-2 Did the entity pass an appropriations resolution, in accordance with Section 29-1-108 C.R.S.? If no, MUST explain:

If yes: Please indicate the amount budgeted for each fund for the year reported:

Fund Name	Budgeted Expenditures/Expenses
General Fund	\$ 189,576

## PART 9 - TAXPAYER'S BILL OF RIGHTS (TABOR)

Please answer the following question by marking in the appropriate box.

- |            |  | Yes                                 | No                       |
|------------|--|-------------------------------------|--------------------------|
| <b>9-1</b> | <b>Is the entity in compliance with all the provisions of TABOR [State Constitution, Article X, Section 20(5)]?</b>  | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|            | <small>Note: An election to exempt the government from the spending limitations of TABOR does not exempt the government from the 3 percent emergency reserve requirement. All governments should determine if they meet this requirement of TABOR.</small> |                                     |                          |

If no, **MUST** explain:

## PART 10 - GENERAL INFORMATION

Please answer the following questions by marking in the appropriate boxes.

- |             |   | Yes                                 | No                                  |
|-------------|---|-------------------------------------|-------------------------------------|
| <b>10-1</b> | <b>Is this application for a newly formed governmental entity?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes:     | Date of formation: <input style="width: 400px;" type="text"/>   |                                     |                                     |
| <b>10-2</b> | <b>Has the entity changed its name in the past or current year?</b>   | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes:     | Please list the NEW name & PRIOR name:<br><input style="width: 550px;" type="text"/>                                    |                                     |                                     |
| <b>10-3</b> | <b>Is the entity a metropolitan district?</b>   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
|             | Please indicate what services the entity provides:<br><input style="width: 550px;" type="text"/>                        |                                     |                                     |
|             | <b>See below</b>  |                                     |                                     |
| <b>10-4</b> | <b>Does the entity have an agreement with another government to provide services?</b>                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| If yes:     | List the name of the other governmental entity and the services provided:<br><input style="width: 550px;" type="text"/> |                                     |                                     |
|             | <b>See below</b>  |                                     |                                     |
| <b>10-5</b> | <b>Has the district filed a <i>Title 32, Article 1 Special District Notice of Inactive Status</i> during</b>            | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes:     | Date Filed: <input style="width: 400px;" type="text"/>  |                                     |                                     |
| <b>10-6</b> | <b>Does the entity have a certified Mill Levy?</b>  | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| If yes:     | Please provide the following <u>mills</u> levied for the year reported (do not report \$ amounts):                      |                                     |                                     |

Bond Redemption mills	<input style="width: 100%;" type="text" value="-"/>
General/Other mills	<input style="width: 100%;" type="text" value="-"/>
Total mills	<input style="width: 100%;" type="text" value="-"/>

Please use this space to provide any explanations or comments:

10-3 Pursuant to a Consolidated Service Plan with Serenity Ridge Metropolitan District No. 2, the Districts intend to provide essential public-purpose services and facilities for the use and benefit of their property owners, inhabitants and taxpayers. The types of services and facilities that the Districts have the power to provide include water, streets, traffic and safety controls, parks, open space and recreation, sanitary sewer, and drainage and stormwater improvements. 10-4 The District has entered into a Facilities Construction and Service Agreement with Serenity Ridge Metropolitan District No. 2. The agreement provides that District No. 1, the Operating District, will own, operate, maintain and construct the facilities benefiting both Districts. The Taxing District, District No. 2, will pay all costs related to construction, operations and maintenance of such facilities through the imposition of taxes and fees which will be transferred to District No. 1.



## PART 11 - GOVERNING BODY APPROVAL

Please answer the following question by marking in the appropriate box		YES	NO
12-1	If you plan to submit this form electronically, have you read the new Electronic Signature Policy?	<input type="checkbox"/>	<input type="checkbox"/>

### Office of the State Auditor — Local Government Division - Exemption Form Electronic Signatures Policy and Procedure

#### Policy - Requirements

The Office of the State Auditor Local Government Audit Division may accept an electronic submission of an application for exemption from audit that includes governing board signatures obtained through a program such as DocuSign or Echosign. Required elements and safeguards are as follows:

- The preparer of the application is responsible for obtaining board signatures that comply with the requirement in Section 29-1-604 (3), C.R.S., that states the application shall be personally reviewed, approved, and signed by a majority of the members of the governing body.
- The application must be accompanied by the signature history document created by the electronic signature software. The signature history document must show when the document was created and when the document was emailed to the various parties, and include the dates the individual board members signed the document. The signature history must also show the individuals' email addresses and IP address.
- Office of the State Auditor staff will not coordinate obtaining signatures.

The application for exemption from audit form created by our office includes a section for governing body approval. Local governing boards note their approval and submit the application through one of the following three methods:

- 1) Submit the application in hard copy via the US Mail including original signatures.
- 2) Submit the application electronically via email and either,
  - a. Include a copy of an adopted resolution that documents formal approval by the Board, or
  - b. Include electronic signatures obtained through a software program such as DocuSign or Echosign in accordance with the requirements noted above.

Print the names of ALL members of current governing body below.

A MAJORITY of the members of the governing body must complete and sign in the column below.

Board Member 1	Print Board Member's Name	I <u>Richard A. Frank</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>[Signature]</u> Date: <u>3-5-20</u> My term Expires: <u>May 2022</u>
Board Member 2	Print Board Member's Name <u>Daniel Frank</u>	I <u>Daniel Frank</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>[Signature]</u> Date: <u>3/5/20</u> My term Expires: <u>May 2022</u>
Board Member 3	Print Board Member's Name <u>Marc Cooper</u>	I <u>Marc Cooper</u> , attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed <u>[Signature]</u> Date: <u>3/10/2020</u> My term Expires: <u>May 2020</u>
Board Member 4	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 5	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 6	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____
Board Member 7	Print Board Member's Name	I _____, attest I am a duly elected or appointed board member, and that I have personally reviewed and approve this application for exemption from audit. Signed _____ Date: _____ My term Expires: _____



## EXAMPLE - DO NOT FILL OUT THIS PAGE

This sample resolution/ordinance for exemption from audit is provided as an example of the documentation that is required. The wording may be used as a basis for your own local government document, if needed; however you MUST draft your own ordinance or resolution making any changes where applicable. Legal counsel should be consulted regarding any questions.

### RESOLUTION/ORDINANCE FOR EXEMPTION FROM AUDIT

(Pursuant to Section 29-1-604, C.R.S.)

A RESOLUTION/ORDINANCE APPROVING AN EXEMPTION FROM AUDIT FOR FISCAL YEAR 20XX FOR THE (name of government), STATE OF COLORADO.

WHEREAS, the (governing body) of (name of government) wishes to claim exemption from the audit requirements of Section 29-1-603, C.R.S.; and

WHEREAS, Section 29-1-604, C.R.S., states that any local government where neither revenues nor expenditures exceed seven hundred and fifty thousand dollars may, with the approval of the State Auditor, be exempt from the provision of Section 29-1-603, C.R.S.; and

[Choose 1 or 2 below, whichever is applicable]

(1) WHEREAS, neither revenue nor expenditures for (name of government) exceeded \$100,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual), a person skilled in governmental accounting; and

OR

(2) WHEREAS, neither revenues nor expenditures for (name of government) exceeded \$750,000 for Fiscal Year 20XX; and

WHEREAS, an application for exemption from audit for (name of government) has been prepared by (name of individual or firm), an independent accountant with knowledge of governmental accounting; and

WHEREAS, said application for exemption from audit has been completed in accordance with regulations, issued by the State Auditor.

NOW THEREFORE, be it resolved/ordained by the (governing body) of the (name of government) that the application for exemption from audit for (name of government) for the Fiscal Year ended \_\_\_\_\_, 20XX, has been personally reviewed and is hereby approved by a majority of the (governing body) of the (name of government); that those members of the (governing body) have signified their approval by signing below; and that this resolution shall be attached to, and shall become a part of, the application for exemption from audit of the (name of government) for the fiscal year ended \_\_\_\_\_, 20XX.

ADOPTED THIS \_\_\_ day of \_\_\_\_\_, A.D. 20XX.

EXAMPLE - DO NOT FILL OUT THIS PAGE

\_\_\_\_\_  
Mayor/President/Chairman, etc.

ATTEST:

\_\_\_\_\_  
Town Clerk, Secretary, etc.

Type or Print Names of  
Members of Governing Body

Date  
Term  
Expires:

Signature

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## **SERVICE AGREEMENT SURVEYING SERVICES**

THIS **SERVICE AGREEMENT** (“**Agreement**”) is entered into and effective as of the 25<sup>th</sup> day of March, 2020, by and between **SERENITY RIDGE METROPOLITAN DISTRICT NO. 1**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **MANHARD CONSULTING**, an Illinois Corporation (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

### **RECITALS**

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

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

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

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

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

### **I. CONSULTANT DUTIES AND AUTHORITY**

1.1 **Duties of Consultant.** The Consultant shall:

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

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

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

(d) Advise the District of the status of the Services required by this Agreement on a regular basis and work in coordination with the District’s consultants to assure that

the District has the most complete information available for the exercise of the District's powers and discretionary authority.

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

#### 1.2 Limitations on Authority.

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

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

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

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

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

1.6 Work Product. "**Work Product**" shall consist of all written materials maintained by the Consultant in connection with performance of this Agreement, including, but not limited to, all test results, logs, surveys, maps, plans, drawings, specifications, reports, PDF formatted electronic files and other documents, in whatever form. The Consultant shall maintain reproducible copies of any test results and logs which it obtains and shall make them available for the District's use, and shall provide such copies to the District upon request at reasonable commercial printing rates. Consultant agrees all right, title and interest in the Work Product is and

shall remain the property of the District. If requested by the District, Consultant shall execute and deliver such documents as shall be necessary in the District's sole discretion, to assign, transfer and convey all rights in the Work Product to the District or its assignee. If Consultant fails to execute any documents required under this Section 1.6, then Consultant hereby irrevocably appoints the District its attorney-in-fact for the purpose of executing any required transfers of ownership or interests and any other documents necessary to effectuate this Section 1.6. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

## II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit A** attached hereto. unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("Change Order").

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

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

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

## III. TERM AND TERMINATION

3.1 Term. The term of this Agreement shall begin on **January 1, 2020**, and shall expire upon satisfactory completion of work. Extensions of this Agreement must be pursuant to a Change Order executed by both Parties.

3.2 Termination. The District may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the Consultant at least fifteen (15) days prior to the effective date of such termination. The Consultant may terminate this Agreement for convenience or for cause, in whole or in part, by written notice of termination given to the District at least fifteen (15) days prior to the effective date of such termination. Any termination notice provided pursuant to this Section 3.2 shall specify the extent of termination and the effective date of the same.

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

## IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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



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

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

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

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

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

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

## V. MISCELLANEOUS

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

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

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

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

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

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

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

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

To District: Serenity Ridge Metropolitan District No. 1  
141 Union Boulevard, Suite 150  
Lakewood, Colorado 80228  
Phone: (303) 987-0835  
Fax: (303) 987-2032  
Email: dsolin@sdmsi.com  
Attn: David Solin

With a Copy To: McGeady Becher P.C.  
450 E. 17th Avenue, Suite 400  
Denver, Colorado 80203  
Phone: (303) 592-4380  
Fax: (303) 592-4385  
Email: jpino@specialdistrictlaw.com  
Attn: Jennifer Pino

To Consultant: Manhard Consulting  
7600 E. Orchard Rd. #150-N  
Greenwood Village, Colorado 80011  
Phone: (303)708-0500  
Email: drodriguez@manhard.com  
Attn: Dan Rodriguez

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

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

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

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

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

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

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

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

**[SIGNATURE PAGES FOLLOW]**

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

**MANHARD CONSULTING**

By: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF COLORADO

)

) ss.

COUNTY OF

)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_, as \_\_\_\_\_ of Manhard Consulting.

Witness my hand and official seal.

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

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

[SIGNATURE PAGE TO SERVICE AGREEMENT]

District:  
**SERENITY RIDGE METROPOLITAN  
DISTRICT NO. 1**

By: \_\_\_\_\_  
President

STATE OF COLORADO )  
 ) ss.  
COUNTY OF [\_\_\_\_\_] )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
2020, by \_\_\_\_\_, as \_\_\_\_\_ of Serenity  
Ridge Metropolitan District No. 1.

Witness my hand and official seal.

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

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

**EXHIBIT A**  
**SCOPE OF SERVICES AND COMPENSATION**

See Attached Proposal Dated March 25, 2020

**EXHIBIT B**  
**CERTIFICATION OF CONSULTANT**

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

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

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

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

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

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

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

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

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

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

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



**EXHIBIT C**  
**FORM OF CHANGE ORDER**

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

<b>CHANGE IN SCOPE OF SERVICES (describe):</b>
--

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

<b>APPROVED:</b>	
By:	_____
	<b>District</b>

<b>APPROVED:</b>	
By:	_____
	<b>Consultant</b>

# EXHIBIT A



Civil Engineering  
Surveying  
Water Resources Management  
Construction Management

March 25, 2020

Mr. David Solin  
Special District Management Services, Inc.  
c/o Serenity Ridge Metro District  
141 Union Boulevard, Suite 150  
Lakewood, CO 80228-1898

**RE: PROPOSAL FOR SURVEYING SERVICES  
SERENITY RIDGE METRO DISTRICT  
ARAPAHOE COUNTY, COLORADO**

Dear Mr. Solin:

We appreciate the opportunity to submit a proposal to provide surveying services to Serenity Ridge Metro District as, Owner of the subject property. Manhard Consulting offers to provide the following services:

## **SCOPE OF SERVICES**

### **I. SURVEYING SERVICES**

#### **A. LEGAL DESCRIPTIONS**

This fee would include:

1. Prepare six (6) legal descriptions and exhibits as identified on the attached scope exhibit. Descriptions will be reviewed, signed and sealed by a licensed Colorado Land Surveyor.

**LUMP SUM FEE \$3,000**

We have included "Exhibit A", which details services not included in the scope of this Proposal. If you would like to add any of the listed additional services, please notify us and we will revise this Proposal accordingly.

The terms of the attached "General Terms & Conditions" dated January 26, 2015, which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The lump sum fees for all services to be completed that are not authorized to begin by December 31, 2020 will be increased by 5 percent per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by December 31, 2020.

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

Yours truly,

**MANHARD CONSULTING**



\_\_\_\_\_  
James M. Roake, P.L.S.  
National Director of Land Surveying



\_\_\_\_\_  
Brian J. Pfohl, P.L.S.  
Survey Project Manager

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

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

**ACCEPTED: SERENITY RIDGE METRO DISTRICT**

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Printed Name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

## **GENERAL TERMS AND CONDITIONS**

January 26, 2015

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

- b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$2,000,000 for each accident; for property damage, not less than \$500,000 for each accident.
- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

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

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

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

14. **INFORMATION TO BE PROVIDED TO MANHARD** – Client agrees to provide Manhard with such site information as may be needed to enable Manhard to perform its services. Such information may include but shall not be limited to: latest plat of record; current title report and the documents contained therein; previous reports; title search report/chain-of-title documents; copies of environmental permits, registrations, liens, or cleanup records for the property; building plans and specifications; location, elevation and sizes of existing gas, telephone, electrical, street lighting and cable television lines on-site and off-site; boundary survey; wetland delineation; soil borings; archaeological phase 1 survey; first floor foundation plan and such other information as may be requested by Manhard, from time to time. Client shall not be responsible for providing site information which Manhard has specifically agreed to provide in its Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **RECORD DRAWINGS** – If Manhard is to prepare record drawings as required by the Proposal, then the information submitted by the Contractor and incorporated by Manhard into the record documents will be assumed to be reliable, and Manhard will not be responsible for the accuracy of this information, nor for any errors in or omissions in the information provided by the Contractor which may appear in the record documents as a result, and Client will hold Manhard harmless for any such errors or omissions.

**EXHIBIT A  
ADDITIONAL SERVICES**

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

**SCHEDULE OF TIME  
AND MATERIAL RATES FOR 2020**

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
National Director of Land Surveying	\$175.00
Survey Project Manager	\$155.00
Project Surveyor	\$125.00
Staff Surveyor	\$110.00
Survey/Construction Coordinator	\$90.00
High Definition Scanning Technician	\$110.00
High Definition Scanner	\$80.00
UAV Technician	\$110.00
UAV	\$40.00
1-Person Crew	\$135.00
2-Person Crew	\$178.00
Administrative Assistant	\$60.00

**REIMBURSABLES**

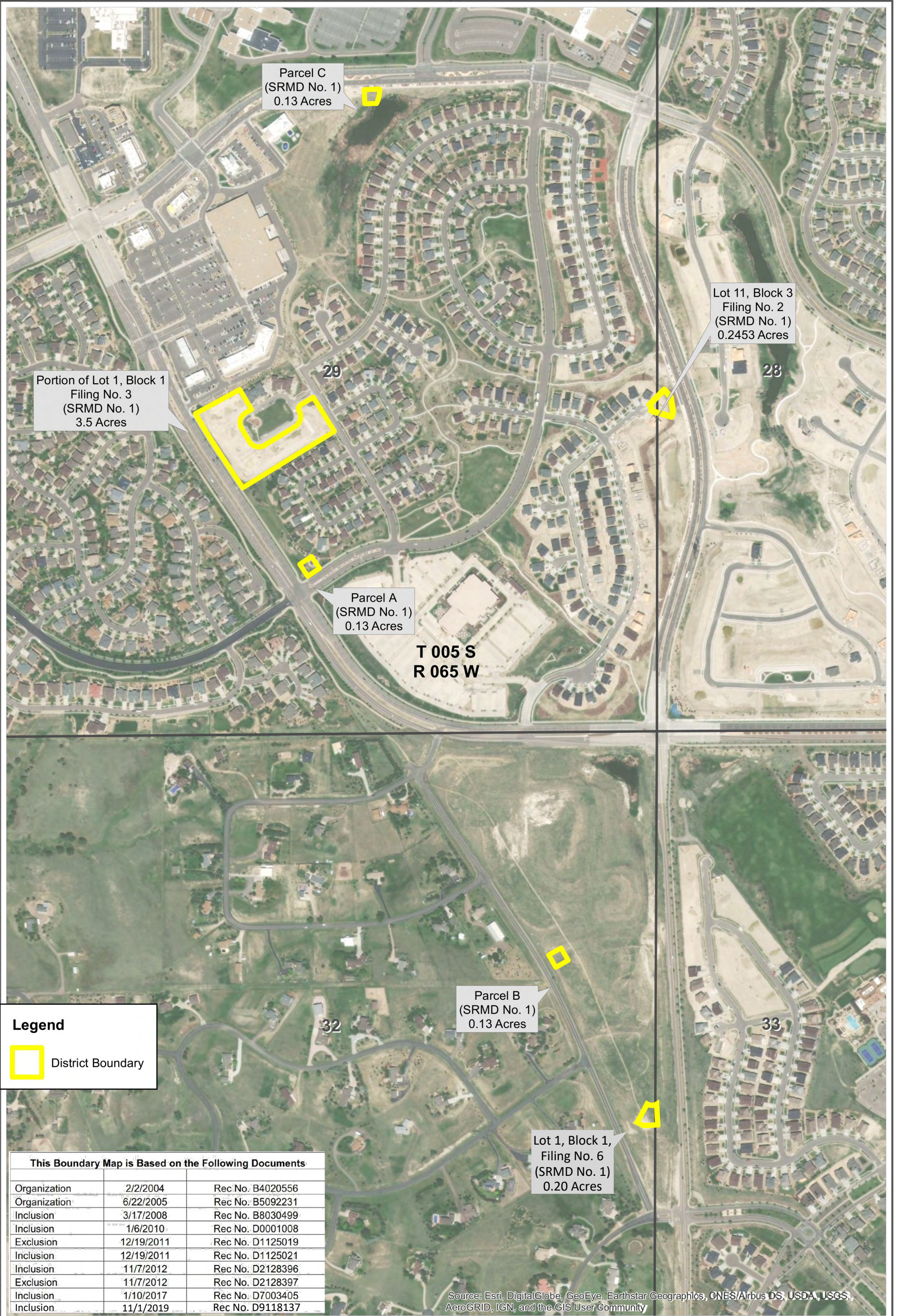
Mileage	\$0.55/mile
Printing – Paper (in-house)	\$0.15/sf
Printing – Vellum (in-house)	\$1.75/sf
Printing – Mylar, Film, (in-house)	\$2.50/sf

- A. Overnight mail, messenger services, prints or mylars.
- B. Additional services due to significant changes in general scope or character of the Project or its design including, but not limited to, changes in size, complexity, or character.
- C. Services resulting from facts revealed about conditions: 1) which are different from information about such conditions that Client previously provided to Manhard and upon which Manhard was entitled to rely; or 2) as to which Client had responsibility to provide information and such information was not previously provided.



# Serenity Ridge Metropolitan District No. 1

Arapahoe County - LGID 65215



Parcel C  
(SRMD No. 1)  
0.13 Acres

Lot 11, Block 3  
Filing No. 2  
(SRMD No. 1)  
0.2453 Acres

Portion of Lot 1, Block 1  
Filing No. 3  
(SRMD No. 1)  
3.5 Acres

Parcel A  
(SRMD No. 1)  
0.13 Acres

T 005 S  
R 065 W

Parcel B  
(SRMD No. 1)  
0.13 Acres

Lot 1, Block 1,  
Filing No. 6  
(SRMD No. 1)  
0.20 Acres

**Legend**

 District Boundary

**This Boundary Map is Based on the Following Documents**

Organization	2/2/2004	Rec No. B4020556
Organization	6/22/2005	Rec No. B5092231
Inclusion	3/17/2008	Rec No. B8030499
Inclusion	1/6/2010	Rec No. D0001008
Exclusion	12/19/2011	Rec No. D1125019
Inclusion	12/19/2011	Rec No. D1125021
Inclusion	11/7/2012	Rec No. D2128396
Exclusion	11/7/2012	Rec No. D2128397
Inclusion	1/10/2017	Rec No. D7003405
Inclusion	11/1/2019	Rec No. D9118137

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community