

SILVER PEAKS EAST METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
Tel: 303-987-0835 • 800-741-3254
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NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Bryan Reid	President	2025/May 2025
Lars Monson	Treasurer	2025/May 2025
Troy Hazel	Assistant Secretary	2023/May 2023
David B. Jack	Assistant Secretary	2023/May 2023
Ryan Harvey	Assistant Secretary	2023/May 2023

DATE: February 24, 2023

TIME: 12:00 P.M.

PLACE: **THIS MEETING WILL BE HELD VIA ZOOM.**

<https://us02web.zoom.us/j/86267550643?pwd=V3RnRGRtWkRyUjZzc1VMWTJFZjFHdz09>

Meeting ID: 862 6755 0643

Passcode: 987572

Dial In: 1-719-359d-4580

I. ADMINISTRATIVE MATTERS

A. Present Conflict Disclosures.

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

C. Review and consider approval of Minutes from the December 20, 2022 special meeting (enclosure).

II. PUBLIC COMMENT. Matters not specifically included on the Agenda may be addressed. As a courtesy to others, comments shall be limited to three minutes per person.

III. FINANCIAL MATTERS

A. Review and accept unaudited financial statements through the period ending December 31, 2022 and schedule of Cash Position as of December 31, 2022 (enclosure).

IV. LEGAL MATTERS

- A. Review and consider approval of a Services Agreement between the District and Norris Design, Inc to provide acceptance assistant for improvements (enclosure).
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- B. Ratify conveyance of regional storm improvements from South Beebe Draw Metropolitan District to Silver Peaks East Metropolitan District (enclosure).
-

V. OTHER MATTERS

- A. _____

- VI. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 15, 2022.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE SILVER PEAKS EAST METROPOLITAN DISTRICT HELD DECEMBER 20, 2022

A special meeting of the Board of Directors (the "Board") of the Silver Peaks East Metropolitan District (the "District") was convened on Tuesday, the 20th day of December, 2022, at 12:00 p.m. this Board meeting was held by video/telephone conference with all participants attending via video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Bryan Reid
David B. Jack
Ryan Harvey

Also In Attendance Were:

Peggy Ripko; Special District Management Services, Inc.

Matt Ruhland, Cockrel Ela Glesne Greher & Ruhland, P.C.

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Ms. Ripko noted that a quorum was present and requested members of the Board to disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. Attorney Ruhland noted that all Directors' Disclosure Statements had been filed.

ADMINISTRATIVE MATTERS

Agenda: Ms. Ripko distributed for the Board's review and approval a proposed Agenda for the District's special meeting.

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

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

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Jack, seconded by Director Reid and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries, or within the County in which the District is located, or within twenty (20) miles from the District boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board 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 its boundaries.

PUBLIC COMMENT There were no public comments.

LEGAL MATTERS **Resolution Imposing Operations Fees Upon Property within the District:** The Board reviewed the Resolution Imposing Operations Fees Upon Property within the District.

Following discussion, upon motion duly made by Director Jack, seconded by Director Reid and, upon vote, unanimously carried, the Board adopted the Following discussion, upon motion duly made by Director Jack, seconded by Director Reid and, upon vote, unanimously carried, the Board. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

OTHER MATTERS There were no other matters to discuss at this time.

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

Respectfully submitted,

By: _____
Secretary for the Meeting

SILVER PEAKS EAST METROPOLITAN DISTRICT

FINANCIAL STATEMENTS

DECEMBER 31, 2022

SILVER PEAKS EAST METROPOLITAN DISTRICT
BALANCE SHEET - GOVERNMENTAL FUNDS
DECEMBER 31, 2022

	<u>General</u>	<u>Debt Service</u>	<u>Capital Projects</u>	<u>Total</u>
ASSETS				
Cash - Checking	\$ 434	\$ 301	\$ -	\$ 735
UMB - Bond Fund	-	687	-	687
Receivable from County Treasurer	-	1	-	1
Property Tax receivable	7,896	39,481	-	47,377
Prepaid expense	450	-	-	450
TOTAL ASSETS	\$ 8,780	\$ 40,470	\$ -	\$ 49,250
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES				
CURRENT LIABILITIES				
Accounts payable	\$ 12,530	\$ -	\$ 3,871	\$ 16,401
Total Liabilities	12,530	-	3,871	16,401
DEFERRED INFLOWS OF RESOURCES				
Deferred property tax	7,896	39,481	-	47,377
Total Deferred Inflows of Resources	7,896	39,481	-	47,377
FUND BALANCES				
Total Fund Balances	(11,646)	989	(3,871)	(14,528)
TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES, AND FUND BALANCES	\$ 8,780	\$ 40,470	\$ -	\$ 49,250

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

**SILVER PEAKS EAST METROPOLITAN DISTRICT
STATEMENT OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

GENERAL FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 58	\$ 58	\$ -
Specific ownership tax	3	4	1
TOTAL REVENUES	<u>61</u>	<u>62</u>	<u>1</u>
EXPENDITURES			
Accounting	20,000	25,370	(5,370)
Auditing	-	5,500	(5,500)
County Treasurer's fee	1	1	-
District management	20,000	10,472	9,528
Dues and licenses	600	328	272
Election expense	1,000	89	911
Insurance and bonds	3,500	450	3,050
Legal services	30,000	9,402	20,598
Miscellaneous	4,899	304	4,595
TOTAL EXPENDITURES	<u>80,000</u>	<u>51,916</u>	<u>28,084</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(79,939)	(51,854)	28,085
OTHER FINANCING SOURCES (USES)			
Developer advance	200,000	56,951	(143,049)
Transfers to other fund	(6,000)	(4,000)	2,000
TOTAL OTHER FINANCING SOURCES (USES)	<u>194,000</u>	<u>52,951</u>	<u>(141,049)</u>
NET CHANGE IN FUND BALANCES	114,061	1,097	(112,964)
FUND BALANCES - BEGINNING	<u>509</u>	<u>(12,743)</u>	<u>(13,252)</u>
FUND BALANCES - ENDING	<u>\$ 114,570</u>	<u>\$ (11,646)</u>	<u>\$ (126,216)</u>

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SUPPLEMENTARY INFORMATION

**SILVER PEAKS EAST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022**

DEBT SERVICE FUND

	<u>Annual Budget</u>	<u>Year to Date Actual</u>	<u>Variance</u>
REVENUES			
Property taxes	\$ 289	\$ 290	\$ 1
Specific ownership tax	14	16	2
Interest income	-	1	1
TOTAL REVENUES	<u>303</u>	<u>307</u>	<u>4</u>
EXPENDITURES			
County Treasurer's fee	4	4	-
Paying agent fees	4,000	4,000	-
Contingency	1,996	-	1,996
TOTAL EXPENDITURES	<u>6,000</u>	<u>4,004</u>	<u>1,996</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(5,697)	(3,697)	2,000
OTHER FINANCING SOURCES (USES)			
Transfers from other funds	6,000	4,686	(1,314)
TOTAL OTHER FINANCING SOURCES (USES)	<u>6,000</u>	<u>4,686</u>	<u>(1,314)</u>
NET CHANGE IN FUND BALANCES	303	989	686
FUND BALANCES - BEGINNING	-	-	-
FUND BALANCES - ENDING	<u>\$ 303</u>	<u>\$ 989</u>	<u>\$ 686</u>

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SILVER PEAKS EAST METROPOLITAN DISTRICT
SCHEDULE OF REVENUES, EXPENDITURES AND
CHANGES IN FUND BALANCES - BUDGET AND ACTUAL
FOR THE TWELVE MONTHS ENDED DECEMBER 31, 2022

CAPITAL PROJECTS FUND

	Amended Budget	Year to Date Actual	Variance
REVENUES			
Interest income	\$ 18,901	\$ 18,901	\$ -
Other revenue	129,538	-	(129,538)
TOTAL REVENUES	148,439	18,901	(129,538)
EXPENDITURES			
Repay developer advance	5,136,000	5,136,000	-
Engineering	17,797	17,797	-
FRICO Agreement	11,684	11,684	-
Capital outlay	5,708,166	5,708,166	-
Contingency	125,667	-	125,667
TOTAL EXPENDITURES	10,999,314	10,873,647	125,667
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(10,850,875)	(10,854,746)	(3,871)
OTHER FINANCING SOURCES (USES)			
Developer advance	5,735,014	5,735,014	-
Transfers to other fund	(686)	(686)	-
TOTAL OTHER FINANCING SOURCES (USES)	5,734,328	5,734,328	-
NET CHANGE IN FUND BALANCES	(5,116,547)	(5,120,418)	(3,871)
FUND BALANCES - BEGINNING	5,116,547	5,116,547	-
FUND BALANCES - ENDING	\$ -	\$ (3,871)	\$ (3,871)

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Silver Peaks East Metropolitan District
Schedule of Cash Position
December 31, 2022
Updated as of January 27, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<u>1st Bank - Silver Peaks East MD</u>				
Balance as of 12/31/22	\$ 433.73	\$ 301.45	\$ -	\$ 735.18
Subsequent activities:				
1/10/2023 Property Tax Receipt	0.26	1.21	-	1.47
<i>Anticipated Vouchers Payable (jan)</i>	<i>(12,529.65)</i>	-	<i>(3,871.24)</i>	<i>(16,400.89)</i>
<i>Anticipated Developer Advance (jan)</i>	<i>12,628.76</i>	-	<i>3,871.24</i>	<i>16,500.00</i>
<i>Anticipated Transfer to UMB</i>	-	<i>(302.66)</i>	-	<i>(302.66)</i>
<i>Anticipated Balance</i>	<u><u>533.10</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>533.10</u></u>
<u>UMB - Bond Fund</u>				
Balance as of 12/31/22	\$ -	\$ 686.81	\$ -	\$ 686.81
Subsequent activities:				
<i>Anticipated Transfer from FB</i>	-	<i>302.66</i>	-	<i>302.66</i>
<i>Anticipated Balance</i>	<u><u>-</u></u>	<u><u>989.47</u></u>	<u><u>-</u></u>	<u><u>989.47</u></u>
<u>UMB - Project Fund</u>				
Balance as of 12/31/22	\$ -	\$ -	\$ -	\$ -
Subsequent activities:				
<i>Anticipated Balance</i>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>
<i>Anticipated Balances</i>	<u><u>\$ 533.10</u></u>	<u><u>\$ 989.47</u></u>	<u><u>\$ -</u></u>	<u><u>\$ 1,522.57</u></u>

Yield information (as of 12/31/22):
UMB invested in ColoTrust - 4.45%

SILVER PEAKS EAST METRO DISTRICT
Property Taxes Reconciliation
2022

	Current Year								Prior Year			
	Property Taxes	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Due To County	Net Amount Received	% of Total Property Taxes Received		Total Cash Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
January	\$ -	\$ -	\$ 1.77	\$ -	\$ -	\$ -	1.77	0.00%	0.00%	0.61	0.00%	0.00%
February	122.24	-	1.61	-	(1.84)	-	122.01	35.23%	35.23%	0.59	0.00%	0.00%
March	103.57	-	1.77	-	(1.55)	-	103.79	29.85%	65.07%	50.56	32.43%	32.43%
April	-	-	1.62	-	-	-	1.62	0.00%	65.07%	3.95	2.16%	34.59%
May	-	-	1.63	-	-	-	1.63	0.00%	65.07%	0.60	0.00%	34.59%
June	122.24	-	1.56	-	(1.84)	-	121.96	35.23%	100.30%	0.56	0.00%	34.59%
July	-	-	1.56	-	-	-	1.56	0.00%	100.30%	15.32	9.50%	44.09%
August	-	-	2.29	-	-	-	2.29	0.00%	100.30%	77.39	47.94%	92.03%
September	-	-	1.85	-	-	-	1.85	0.00%	100.30%	0.70	0.00%	92.03%
October	-	-	1.79	-	-	-	1.79	0.00%	100.30%	6.27	3.44%	95.47%
November	-	-	1.68	-	-	-	1.68	0.00%	100.30%	5.83	3.00%	98.47%
December	-	-	1.47	-	-	-	1.47	0.00%	100.30%	0.64	0.00%	98.47%
Total	\$ 348.05	\$ -	\$ 20.60	\$ -	\$ (5.23)	\$ -	\$ 363.42	100.30%	100.30%	\$ 163.02	98.47%	98.47%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
\$ 58.00	16.71%	\$ 58.18	100.30%
289.00	83.29%	289.87	100.30%
\$ 347.00	100.00%	\$ 348.05	100.30%

Property Tax

General Fund
Debt Service Fund

Specific Ownership Tax

General Fund
Debt Service Fund

Treasurer's Fees

General Fund
Debt Service Fund

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SERVICES AGREEMENT
(Acceptance Assistance regarding Landscape Improvements)

THIS SERVICES AGREEMENT (this “**Agreement**”) is made and entered into to be effective as of February 20, 2023, by and between SILVER PEAKS EAST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and NORRIS DESIGN, INC., a Colorado professional corporation (the “**Consultant**”) (the District and the Consultant are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**”).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the Parties as follows:

1. Scope of Services. The Consultant agrees to provide landscape review assistance regarding the turnover landscape improvements to and acceptance of landscape improvements by the District, as further detailed in the Proposal attached as Exhibit A hereto which is incorporated herein by this reference, and may be supplemented by any Additional Scope of Services attached as Exhibit B hereto which, if attached, is incorporated herein by this reference. The scope of services referenced above along with the Proposal and any Additional Scope of Services is hereinafter referred to as the “**Scope of Services.**” All provisions of the Proposal and Additional Scope of Services, including without limitation any terms and conditions included therein, shall be subject to the provisions of this Agreement. In the event of any inconsistency between the provisions of this Agreement and either the Proposal or Additional Scope of Services, the provisions contained within this Agreement shall control.

2. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated upon execution of this Agreement. Services shall be completed as detailed in the Proposal or Additional Scope of Services. Any extensions of the time limit set forth in the Proposal or Additional Scope of Services must be agreed upon in writing by the Parties.

3. Early Termination by District. Notwithstanding the time periods contained herein, the District may terminate this Agreement at any time without cause by providing written notice of termination to the Consultant. Such notice shall be delivered at least three days prior to the termination date contained in said notice unless otherwise agreed in writing by the Parties. In the event of any such early termination by the District, the Consultant shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Consultant’s obligations under this Agreement. Such payment shall be the Consultant’s sole right and remedy for such termination.

4. Suspension. Without terminating this Agreement or breaching its obligations hereunder, the District may, at its convenience, suspend the services of the Consultant by giving the Consultant written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultant shall cease its work in as efficient a manner as possible so as to keep its total charges to the District for services under this Agreement to the minimum. No work shall be performed during such suspension except with prior written authorization by the District Representative. After a suspension has been in effect for 30 consecutive days, the Consultant may immediately terminate this Agreement at will.

5. Compensation. In consideration of the services to be performed pursuant to this Agreement, the District agrees to pay the Consultant an amount not-to-exceed the amounts set forth in the Proposal or Additional Scope of Services. The Consultant may bill the District for reimbursable expenses (“**Reimbursable Expenses**”) at the cost incurred by the Consultant. The Consultant must request written approval of the District if the Reimbursable Expenses at an aggregate level exceed \$1,000. The District is not responsible for paying Reimbursable Expenses over \$1,000 if the District did not explicitly approve such costs through a written approval. The District shall provide no benefits to the Consultant other than the compensation stated above. The Consultant shall bill its charges to the District periodically, but no more frequently than once a month.

6. Qualifications on Obligations to Pay. No partial payment shall be final acceptance or approval of that part of the Scope of Services paid for or shall relieve the Consultant of any of its obligations under this Agreement. Notwithstanding any other terms of this Agreement, the District may withhold any payment (whether a progress payment or final payment) to the Consultant if any one or more of the following conditions exists:

(a) The Consultant is in default of any of its obligations under this Agreement.

(b) Any part of such payment is attributable to services that are not performed according to this Agreement. The District will pay for any portion of the services performed according to this Agreement.

(c) The Consultant has failed to make payments promptly to any third-party used to perform any portion of the services hereunder, subject to Paragraph 8, for which the District has made payments to the Consultant.

7. District Representative. The District will designate, prior to commencement of work, its project representative (the “**District Representative**”) who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the Scope of Services. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the District Representative.

8. Independent Contractor. The services to be performed by the Consultant are those of an independent contractor and not of an employee of the District. **The Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement. Neither the Consultant nor its employees, if any, are entitled to workers' compensation benefits from the District for the performance of the services specified in this Agreement.**

9. Personal Services. It is understood that the District enters into this Agreement based on the special abilities of the Consultant and that this Agreement shall be considered an agreement for personal services. Accordingly, the Consultant shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the District. The Consultant accepts the relationship of trust and confidence established between the Parties. The Consultant shall use its best efforts and shall perform the services hereunder at or above the standard of care of those in its profession or industry providing similar services in the District's local area; provided, however, that in the event the standard of care is higher in the local area where the Consultant's office primarily responsible for providing the services is located, then the standard of care applicable to the local area where the Consultant's office is located shall be applicable to such services.

10. Accuracy of Work. The Consultant represents, covenants, and agrees that its work will be accurate and free from any material errors. The District's approval shall not diminish or release the Consultant's duties, since the District is ultimately relying upon the Consultant's skill and knowledge.

11. Duty to Warn. The Consultant agrees to call to the District's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultant by the District or a third-party that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, the Consultant shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the District. Nothing shall detract from this obligation unless the Consultant advises the District in writing that such data may be unsuitable, improper, or inaccurate and the District nevertheless confirms in writing that it wishes the Consultant to proceed according to such data as originally given.

12. Insurance. The Consultant represents, warrants, and agrees that it has and shall maintain State minimum workers' compensation insurance coverage for its employees, if any. The Consultant shall also maintain broad form general liability, property damage, and automotive liability insurance in the minimum amount of \$387,000 for bodily injury, death, or damage to property of any person and \$1,093,000 for bodily injury, death, or damage to property of more than one person, or the maximum amount that may be recovered under the Colorado Governmental Immunity Act, Section 24-10-101, *et seq.*, C.R.S., as from time to time amended (the "CGIA"), whichever is higher. All

insurance policies (except workers' compensation) shall include the District and its elected officials and employees as additional insureds. At the request of the District, the Consultant shall provide the District with documentation evidencing such coverages.

13. Compliance with Laws. The Consultant is obligated to familiarize itself and comply with all laws applicable to the performance of the Scope of Services.

14. Acceptance Not Waiver. The District's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the District under this Agreement.

15. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either Party should fail or refuse to perform according to the terms of this Agreement, such Party may be declared in default.

16. Remedies. In the event a Party declares a default by the other Party, such defaulting Party shall be allowed a period of 10 days within which to cure said default. In the event the default remains uncorrected, the Party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail itself of any other remedy at law or equity. If the non-defaulting Party commences legal or equitable actions against the defaulting Party, the defaulting Party shall be liable to the non-defaulting Party for the non-defaulting Party's reasonable attorney fees and costs incurred because of the default. Under no circumstances shall either Party be liable to the other Party for special, punitive, indirect or consequential damages arising out of or in connection with this Agreement, including without limitation lost profits, loss of use, or loss of opportunity.

17. Indemnification; No Waiver of Liability.

(a) The Consultant shall indemnify and hold harmless the District and each of its directors, officers, contractors, employees, agents and consultants (collectively, the "**District Indemnitees**"), from and against any and all claims, losses, liabilities, actions, lawsuits, damages, and expenses, including reasonable legal expenses and attorneys' fees actually incurred, by the District Indemnitees to the extent arising out of the negligent errors or omissions, willful misconduct, or any criminal conduct of the Consultant or any of its subcontractors, officers, agents or employees, in connection with this Agreement and/or the Consultant's performance of services or work pursuant to this Agreement. Notwithstanding anything else in this Agreement or otherwise to the contrary, the Consultant is not obligated to indemnify the District Indemnitees for negligence of the District, its construction contractors, or the negligence of any other District Indemnitee, except the Consultant. Except as otherwise provided by applicable law, this indemnification obligation will not be limited in any way by any limitation on the amount or types of damages, compensation or benefits payable by or for the Consultant under

workers' compensation acts, disability acts or other employees benefit acts, provided that in no event shall the Consultant be liable for special/consequential or punitive damages.

(b) The indemnification requirements detailed in this Agreement shall be expressly limited by the terms and conditions of Section 13-50.5-102(8), C.R.S., as amended, to the extent that such terms and conditions are applicable to the services provided by the Consultant under this Agreement.

(c) Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Consultant under the terms of this indemnification obligation. The Consultant shall obtain, at its own expense, any additional insurance that it deems necessary with respect to its obligations under this Agreement, including the indemnity obligations set forth in this Paragraph 17. The indemnification obligations set forth in this Paragraph 17 shall survive the expiration or termination of this Agreement.

(d) If the Proposal or Additional Scope of Services contains any provisions purporting to require the District to defend, indemnify, or hold harmless the Consultant or purporting to effect a waiver or limitation of the Consultant's liability (either by type of liability or amount), the District does not agree or accept such provisions and such provisions are not part of the Agreement. The District is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities, defenses and protections provided by the CGIA or otherwise available to the District or its officers or employees.

18. Binding Effect. This writing constitutes the entire agreement between the Parties and shall be binding upon the Parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of the Parties.

19. Law; Venue. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. Venue for any dispute between the Parties arising out of or relating to this Agreement shall be in the State of Colorado District Court for the county in which the District's mailing address is located.

20. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

21. Annual Appropriation. The District's obligations hereunder are subject to the annual appropriation of funds necessary for the performance thereof, which appropriations shall be made in the sole discretion of the District's Board of Directors.

22. Ownership of Work Product. All documents such as reports, plans, drawings and contract specifications, information, and other materials prepared or furnished by the

Consultant (or the Consultant's independent professional associates, subcontractors, and consultants) and paid for pursuant to this Agreement are instruments of public information and property of the District. All internal documents which support the public information such as field data, field notes, laboratory test data, calculations, estimates and other documents prepared by the Consultant as instruments of service shall be provided to the District. The District understands such documents are not intended or represented to be suitable for reuse by the District or others for purposes outside the specific scope and conditions of the Scope of Services. Any reuse without written verification or adaptation by the Consultant for the specific purpose intended will be at the District's sole risk and without liability or legal exposure to the Consultant, or to the Consultant's independent professional associates, subcontractors, or consultants.

23. Taxes. The District is a governmental entity and is therefore exempt from state and local sales and use tax. The District will not pay for or reimburse any sales or use tax that may not directly be imposed against the District. The Consultant shall use the District's sales tax exemption for the purchase of any and all products and equipment on behalf of the District.

24. Time is of the Essence. All times stated in this Agreement are of the essence.

25. Notices. Any notices, demands, or other communications required or permitted to be given in writing under this Agreement shall be delivered personally or sent by registered mail, postage prepaid, return receipt requested, addressed to the Parties at the addresses set forth below, or at such other address as either Party may hereafter or from time to time designate by written notice to the other Party given in accordance herewith. Notice shall be considered given when personally delivered or mailed and shall be considered received by the Party to whom it is addressed on the third day after such notice is given.

District: Silver Peaks East Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

with a copy to: Cockrel Ela Glesne Greher & Ruhland, P.C.
44 Cook Street, Suite 620
Denver, Colorado, 80206
Attn: Matt Ruhland

Consultant: Norris Design, Inc.
111 Bannock Street
Denver, Colorado 80204
Attn: Scott Stoddard

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

27. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to this Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

{The remainder of this page is intentionally left blank.}

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

DISTRICT:
SILVER PEAKS EAST METROPOLITAN
DISTRICT

By: _____
Name: _____
Title: _____

CONSULTANT:
NORRIS DESIGN, INC.


By:  _____
Name: Scott Stoddard
Title: Principal, Norris Design

EXHIBIT A

Proposal

February 20, 2023

Silver Peaks East Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228-1898

Silver Peaks East Metropolitan District

Lochbuie, Colorado

SCOPE OF WORK

This proposal is intended to provide Acceptance assistance for Silver Peaks East District, located in Lochbuie, Colorado. Norris Design's estimated fee is based on a project duration beginning in September 2022 through October 2023. If work extends beyond this duration, we will request additional services to coincide with the projected end date of the project.

Norris Design will review the Landscape, for the Silver Peaks East project, to establish if work is complete and accurately installed as shown on plans. The purpose of this review is to establish Acceptance and turnover of the Landscape.

Norris Design will review the landscape plans provided to become familiar with the project and understand expectations and project schedule.

Norris Design will be available as requested to perform one (1) site visit during active construction to review quality of workmanship and resolve any site issues that arise during construction. Field report will be prepared identifying any deficiencies and site issues.

Norris Design will attend a district walk through at substantial completion. During this walk, Norris Design will review landscape improvements with the landscape contractor and IDES to identify inconsistencies from the construction plans. Norris Design will prepare a report identifying any punch list items. We will conduct a second review of the landscape to certify that all punch list items have been satisfactorily addressed. Upon completion of the punch list items, Norris Design will prepare a letter recommending Initial Acceptance and start of the contracted maintenance and warranty period. If work is incomplete, we will provide additional reports and reviews until the work is complete.

Norris Design will attend a second district walk through prior to completion of the maintenance and warranty period to ensure the project has been maintained according to the standards set forth contract documents. During this walk, Norris Design will review the landscape with the landscape contractor and IDES to identify and deficiencies. Norris Design will prepare a report identifying any punch list items. We will conduct a second review of the landscape to certify that all punch list items have been satisfactorily addressed. Upon completion of the punch list items, Norris Design will prepare a letter recommending Final Acceptance, end of the warranty period and full conveyance to the HOA. If work is incomplete, we will provide additional reports and reviews until the work is complete.

Deliverables include:

- A. One site visit to review quality and resolve any site issues.
- B. Field report identifying quality concerns or site issues.
- C. Two site visits to review landscape for Initial Acceptance.
- D. Field report and letter certifying substantial completion and recommending Initial Acceptance.
- E. Two site visits to review landscape for Final Acceptance.
- F. Field Report and letter certifying completion and recommending Final Acceptance.

AGREEMENT QUALIFICATIONS

A. Assumptions

- 1. Billing for expenses, including but not limited to, printing costs, mileage and other miscellaneous project costs will be billed as part of the estimated fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
- 2. The Client shall have the rights to utilize documents, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement. If the Client utilizes any documents covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document. Furthermore, any documents developed under this agreement shall only be utilized for the intended purpose and only as it relates to this project. Norris Design shall not be responsible for any harm to the Client or their successors if documents are used in any way other than as intended by this Agreement.

B. Exclusions

All specific deliverables for this project are identified within the Scope of Work portion of this agreement. The following information is not a part of the agreement and would be provided under a separate agreement or as Additional Services if required.

- 1. Illustrative Graphics (other than those identified within this agreement)

C. Definitions

The following definitions are provided to give clear understanding of terms that may be used to describe the Scope of Work within Tasks listed throughout this agreement.

<u>Term</u>	<u>Definition</u>
Attend	Norris Design will be present at meetings and hearings as described in the task action items
Review	Analysis of documents necessary to understand the project, provide feedback to the Owner or consultant team and to understand the impacts of the consultant teams work on the services provided by Norris Design
Assist	Provide input and/or information to the Owner or consultant team to assist them with their work and products
Develop	Plans, documents and products generated by Norris Design
Coordinate	Plans, documents, products, people, schedules and information gathered, organized and/or submitted by Norris Design
Provide	Plans, documents and products made available by Norris Design
Minor Revisions	Revisions requiring less than 25 percent of the original time spent on a drawing, document or total task item

TERMS AND CONDITIONS

A. Standard Terms

1. This agreement is based on the understanding that the client will proceed with the project in an expeditious manner from acceptance of contract terms. If the project is delayed more than one-hundred twenty (120) days from the start of work, it is understood and agreed that the standard hourly rates and the Total Fee may be subject to change requiring a new agreement.
2. Request to perform tasks, acceptance of documents or knowledge by the Client or Client's Representative of work being performed constitutes acceptance of the Scope of Work, Fees Schedule, Agreement Qualifications, Terms and Conditions and Additional Services provisions as identified in this proposal.
3. Norris Design will invoice work on a monthly basis based on work completed.
4. Fees for each task are an estimate. Services and fees will not exceed the total contract amount unless agreed upon as additional services.
5. Expenses, including but not limited to printing costs, mileage and other miscellaneous project costs will be billed in addition to the fixed fee at cost plus 10 percent. Mileage will be reimbursed at the Federal Government allowable rate. Technology expenses related to services provided may be billed at cost, as they are incurred beyond the typical base level required to provide such services.
6. Client agrees to pay all invoiced fees and costs within 30 days of billing.
7. Payment will not be subject to the approval of the project and/or the cash flow status of the project.
8. Past due invoices shall be assessed a 1.5 percent late charge for each month past due. In the event fees and/or costs are not paid when due, Client agrees to pay all costs of collection including reasonable attorney's fees.
9. Norris Design may stop work on the project if fees are not paid and reserves the right to file liens or utilize other legal methods to secure payment.
10. The fees indicated herein are based on the applicable jurisdictional codes. Unless otherwise specified in the terms of this agreement, any request made by the Client to vary, waive or modify existing code requirements may be considered as an additional service requiring additional fees.
11. Revisions exceeding Minor Revisions or additional tasks requested by the Client will be billed at the Standard Hourly rates in addition to the fixed fees or a specific fee will be authorized for the additional work prior to commencement.
12. Any revisions, additional meetings or public hearings not identified in this proposal will be considered additional services.
13. All documents and products developed under this agreement shall remain the property of Norris Design until all fees have been paid in full. Norris Design reserves the right to request the return of any documents or products from the Client, municipal governments or other third party entities if fees have not been paid in full. Norris Design shall retain full ownership of all documents and products that have not been paid for under the terms of this agreement.
14. The Client shall have the rights to utilize documents and products, provided under this agreement, for their intended purpose once all fees have been paid in accordance with this agreement.
15. If the Client utilizes any documents or products covered under this agreement, the Client acknowledges that they have reviewed and understand the information conveyed within said document or product.
16. Any documents or products developed under this agreement by Norris Design shall only be utilized by the Client or their successors for the project or for services, which have been contracted. The Client or their successors shall not utilize these documents or products on other projects or provide these documents or products to others for use on other projects.
17. Norris Design shall not be responsible for any harm to the Client or their successors if documents or products developed under this agreement are utilized in ways that they are not intended. This includes, but is not limited to, preliminary level designs being utilized for entitlement documents, entitlement level documents being utilized for construction and revisions to construction documents that are not performed by Norris Design.

18. Norris Design shall not be responsible for any harm to the Client or their successors if the Client or their successors direct the recipient of any documents or products to deviate from the direction or purpose of the information provided in said document or product.
19. Norris Design shall not be responsible for information provided to Norris Design by the Client or other project team members not subcontracted by Norris Design. Norris Design assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein unless specifically contracted to review and verify the accuracy of such information.
20. Norris Design reserves the right to utilize any documents or products developed under this agreement for marketing and promotional purposes. The Client may restrict Norris Design in the use of these documents or products upon written notice to Norris Design prior to development of these documents or products.
21. Either party may terminate this agreement upon 30 days written notice to the other. Upon termination Norris Design will provide Client all task items billed and paid for and Client shall pay all fees and costs for tasks completed at time of termination.
22. If any part of this agreement shall be held unenforceable, the rest of this agreement shall nevertheless remain in full force and effect.

B. Standard Hourly Rates

Principal	\$ 130.00 - \$ 190.00/Hour
Senior Staff Member	\$ 90.00 - \$ 120.00/Hour
Staff Member	\$ 70.00 - \$ 90.00/Hour
Clerical	\$ 65.00/Hour

C. Fee Schedule

Total Fee Estimated Not to Exceed **\$7,640.00**
 (Including Expenses)

D. Acceptance and Agreement

Norris Design shall provide the services described within the Scope of Work per the Fee Schedule as identified in this proposal. The undersigned shall provide payment based on the Agreement Qualifications and the Terms and Conditions as identified in this proposal.

If the conditions of this contract are acceptable, please sign and return a copy for our files. We look forward to working with you on this project.

Norris Design, Inc.



Scott Stoddard

 Name

 Name

 Principal

 Title

 Title

 2/20/23

 Date

 Date

EXHIBIT B

Additional Scope of Services

BILL OF SALE

THIS BILL OF SALE dated this 9th day of January, 2023, is made by and between Silver Peaks East Metropolitan District (“**Grantor**”) and South Beebe Draw Metropolitan District (“**Grantee**”), each a quasi-municipal corporation and political subdivision of the State of Colorado.

WITNESSETH, that the Grantor, pursuant to that certain Intergovernmental Agreement Regarding Storm Drainage by and between the Grantor and Grantee and that certain Easement Agreement (Silver Peaks East Storm Drainage Facilities) executed on December 7, 2020 and recorded January 9, 2023 at reception number 4875986, County of Weld, State of Colorado, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, grants and conveys unto the Grantee, and by these presents does remise, release, sell and quitclaim all the right, title, interest, claim and demand which the Grantor has in and to the regional storm drainage improvements, situate, lying and being in the County of Weld, State of Colorado, described as follows:

Regional storm drainage improvements located on Tracts AA, BB, CC, and MM, as shown on the plat entitled Silver Peaks Filing No. 1, Amendment No. 2, recorded at Reception No. 4461778, Town of Lochbuie, County of Weld, State of Colorado, and Tracts DD, EE, FF, HH, and LL, as shown on the plat entitled Silver Peaks Filing No. 1, Amendment No.3, recorded at Reception No. 4659631, Town of Lochbuie, County of Weld, State of Colorado., including but not limited to outlet structures, riprap, overflow spillways, trickle channels, flared end sections, and storm sewer reinforced concrete pipe.

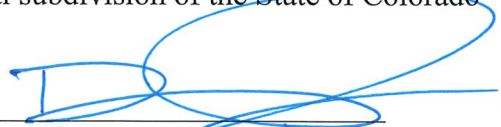
TO HAVE AND TO HOLD the same, together with all the appurtenances and privileges thereto, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the use, benefit and behoof of the Grantee and its successors and assigns forever.

[The Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has executed this Bill of Sale on the date set forth above.

GRANTOR:

SILVER PEAKS EAST METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

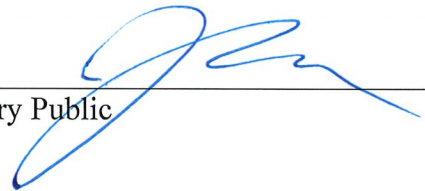


Name: BRANDON JACK
Title: PRESIDENT

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 2nd day of February, 2023, by Brandon Jack as president of Silver Peaks East Metropolitan District. Witness my hand and official seal.

My commission expires: 6/21/2025



Notary Public