

DOVE VALLEY METROPOLITAN DISTRICT

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Lakewood, Colorado 80228-1898
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dovevalleydistrict.com

NOTICE OF SPECIAL MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Greg L. Armstrong	President	2025/May 2025
Kevin Collins	Treasurer	2025/May 2025
Megan Murphy	Assistant Secretary	2027/May 2027
<i>VACANT</i>		2027/May 2025
<i>VACANT</i>		2025/May 2025
David Solin	Secretary	

DATE: Wednesday, January 31, 2024
TIME: 3:00 P.M.
PLACE: This meeting will be held via Zoom.

Join Zoom Meeting
<https://us02web.zoom.us/j/5469119353?pwd=SmtlcHJETFhCQUZEcVBBOGZVU3Fqdz09>
Meeting ID: 546 911 9353
Passcode: 912873
Dial In: 1-719-359-4580

- I. ADMINISTRATIVE MATTERS
 - A. Present Disclosures of Potential Conflicts of Interest.

 - B. Approve Agenda and confirm location and posting of meeting notices and designate the 24-hour posting location.

 - C. Public Comments.

 - D. Review and approve Minutes the November 20, 2023 Regular Meeting and the November 20, 2023 Annual Meeting (enclosures).

II. FINANCIAL MATTERS

- A. Ratify approval of payment of claims through the periods ending as follows (enclosures).

Fund	Period Ending Dec. 31, 2023	Period Ending Jan.31, 2024
General	\$ 53,281.70	\$ 67,020.22
Debt Service	\$ -0-	\$ -0-
Capital Projects	\$ -0-	\$ -0-
Total Claims	\$ 53,281.70	\$ 67,020.22

- B. Financial Advisory Services

1. Discuss status and timeline for initial report.
-

III. LEGAL MATTERS

- A. Discuss possible questions for future electoral consideration.
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IV. OPERATIONAL/MAINTENANCE MATTERS

- A. Review reports from Kevin Crehan and Don Casper regarding signalization for crossing at Blackhawk and Broncos Parkway (enclosure).
-

- B. Update regarding status of Fremont Trail easement acquisition status.
-

- C. Review and consider approval of the following agreements between EJJ Holdings, LLLP (as Grantor) and the District (as Grantee) (to be distributed):

1. Temporary Construction Easement Agreement (Fremont Avenue Trail).
-

2. Public Use Easement Agreement – Fremont Avenue Trail).
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- D. Review and ratify approval of Intergovernmental Agreement for Dove Creek Trail Project by and among the Southeast Metro Stormwater Authority, the City of Centennial, the District, and The Board of County Commissioners of the County of Arapahoe (to be distributed).
-

V. CAPITAL MATTERS

- A. Review and consider approval of Service Agreement for Construction Administration and Oversight Services (Fremont Avenue Trail) between the District and Schedio Group LLC (enclosure).
-

VI. OTHER MATTERS

- A. _____
-

- VII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 18, 2024.**

RECORD OF PROCEEDINGS

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE DOVE VALLEY METROPOLITAN DISTRICT HELD NOVEMBER 20, 2023

A Regular Meeting of the Board of Directors (referred to hereafter as the “Board”) of the Dove Valley Metropolitan District (referred to hereafter as the “District”) was convened on Monday, November 20, 2023, at 1:00 P.M. This District Board Meeting was held via video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Greg L. Armstrong
Megan Murphy

Also In Attendance Were:

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

Elisabeth A. Cortese, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick; CliftonLarsonAllen LLP

Kevin Collins; Board Candidate

Don Casper; Donald E. Casper Consulting Services, Inc

Kevin Crehan, Solara Designs, Inc.

Christopher Fortin; DHM Design Corporation

Stephanie Chichester; North Slope Capital Advisors

ADMINISTRATIVE MATTERS

Disclosure of Potential Conflicts of Interest: Attorney Cortese noted she was in receipt of a disclosure of potential conflict of interest statement for Director Armstrong and that the statement was filed with the Secretary of State at least seventy-two hours in advance of the meeting. Mr. Solin requested that the Directors review the Agenda for the meeting and advised the Board to disclose any new conflicts of interest with any items scheduled for discussion. No further disclosures were made.

Meeting Location and Posting of Meeting Notices: The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s board meeting. The Board determined that the meeting would be held via video/telephone conference. Mr. Solin reported that notice was duly posted and that no

RECORD OF PROCEEDINGS

objections to the video/telephonic manner or location of the meeting or any requests that the video/telephonic manner or location of the meeting be changed by taxpaying electors within the District boundaries have been received.

Agenda: Mr. Solin distributed for the Board's review and approval a proposed Agenda for the District's Regular Meeting.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Agenda was approved, as amended.

Appointment of Director: The Board considered the appointment of Mr. Kevin Collins to fill a vacancy on the Board of Directors. It was noted that pursuant to Section 32-1-808(2)(a)(I), C.R.S., publication of a Notice of Vacancy on the Board was published in a newspaper having general circulation in the District and that no Letters of Interest from qualified eligible electors were received within ten (10) days of such publication.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board appointed Mr. Kevin Collins to fill a vacant position on the Board of Directors. An Oath of Director was administered to Mr. Collins at the end of the meeting, but it was noted that he could not take any action as a director until the Oath is filed with the Arapahoe County Clerk and Recorder.

Appointment of Officers: The Board entered into discussion regarding the appointment of officers.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the following slate of officers was appointed:

President	Greg Armstrong
Treasurer	Kevin Collins
Secretary	David Solin
Asst. Secretary	Megan Murphy

Public Comments: There were no public comments.

Minutes: The Board reviewed the Minutes of the September 8, 2023 Special Meeting and the September 18, 2023 Regular Meeting.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved the Minutes of the September 8, 2023 Special Meeting and the September 18, 2023 Regular Meeting.

RECORD OF PROCEEDINGS

Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices: Mr. Solin discussed with the Board Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time, and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined that Regular Meetings for 2024 will be scheduled for January 15, March 18, May 20, July 15, September 16, and November 18, 2024 at 1:00 P.M., to be held virtually.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-01, Resolution Establishing Regular Meeting Dates, Time, and Location, and Designating Location for 24-Hour Notices.

Section 32-1-809, C.R.S., Compliance for 2024: Mr. Solin discussed with the Board the requirements of Section 32-1-809, C.R.S.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board directed that the required Transparency Notice be posted on the District website and the Special District Association website.

Insurance Matters:

Cyber Security and Increased Crime Coverage: The Board discussed cyber security issues and increased crime coverage options.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved an increase in the District's crime insurance coverage to \$250,000.

Insurance Committee: The Board discussed establishing an Insurance Committee to make final determinations regarding insurance. The Board determined an Insurance Committee was not necessary.

District's Insurance and Special District Association Membership: The Board discussed the renewal of the District's insurance and Special District Association ("SDA") membership for 2024.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board authorized the renewal of the District's insurance coverage (with the increased crime coverage limit) and SDA membership for 2024.

RECORD OF PROCEEDINGS

FINANCIAL MATTERS

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

Fund	Period Ending Sept. 30, 2023	Period Ending Oct. 31, 2023	Period Ending Nov. 20, 2023
General	\$ 66,703.19	\$ 107,629.29	\$ 44,515.94
Debt Service	\$ -0-	\$ -0-	\$ -0-
Capital Projects	\$ 250,000.00	\$ -0-	\$ -0-
Total Claims	\$ 316,703.19	\$ 107,629.29	\$ 44,515.94

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

Unaudited Financial Statements: No financial statements were presented.

Preparation of 2023 Audit: Following discussion, upon motion duly made by Director Murphy, seconded by Director Armstrong and, upon vote, unanimously carried, the Board approved the engagement of Simmons & Wheeler, P.C. to prepare the 2023 Audit, for an amount not to exceed \$6,000.

2023 Budget Amendment Hearing: The President opened the public hearing to consider an amendment to the 2023 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider amendment of the 2023 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 discussion, the Board determined that a 2023 Budget Amendment was not needed.

2024 Budget Hearing: The President opened the public hearing to consider the proposed 2024 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of the 2024 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.

Ms. Kirkpatrick reviewed the estimated 2023 expenditures and the proposed 2024 expenditures.

RECORD OF PROCEEDINGS

Following discussion, the Board considered the adoption of Resolution No. 2023-11-02 to Adopt the 2024 Budget and Appropriate Sums of Money, and Resolution No. 2023-11-03 to Set Mill Levies, [for the General Fund at 4.016 mills (including abatement reduction) and the Debt Service Fund at 6.394 mills, for a total mill levy of 10.410 mills]. Upon motion duly made by Director Murphy, seconded by Director Armstrong and, upon vote, unanimously carried, the Resolutions were adopted, as amended, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before January 3, 2024. Mr. Solin was authorized to transmit the Certification of Mill Levies to the Board of County Commissioners of Arapahoe County not later than January 10, 2024. Mr. Solin was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2024. Copies of the adopted Resolutions are attached to these minutes and incorporated herein by this reference.

DLG-70 Certification of Tax Levies Form (“Certification”): Following discussion, upon motion duly made Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board authorized the District Accountant to prepare the Certification, authorized Director Armstrong to sign the Certification, and directed the District Accountant to file the Certification with the Board of County Commissioners and other interested parties.

Master Service Agreement and Statements of Work with CliftonLarsonAllen LLP: The Board discussed the Master Service Agreement and Statements of Work between the District and CliftonLarsonAllen LLP for 2024 Accounting Services.

Following discussion, upon motion duly made Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board approved the Master Service Agreement and Statements of Work between the District and CliftonLarsonAllen LLP for 2024 Accounting Services, subject to final legal review.

2025 Budget: The Board discussed the preparation of the 2025 Budget.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2025 Budget and directed that the 2025 draft budget be in the same format as the 2024 adopted budget unless a Board Member provides input to otherwise adjust those assumptions. The Board determined to hold the public hearing to consider adoption of the 2025 Budget on Monday, November 18, 2024 at 1:00 p.m. at the regular meeting.

Financial Advisory Services: Ms. Chichester provided an update to the Board regarding the timeline for the External Financial Advisor report, noting that North Slope Capital is still compiling information for the report.

RECORD OF PROCEEDINGS

LEGAL MATTERS **Intergovernmental Agreement – Maintenance Program for Trails between the District and the County of Arapahoe (“IGA – Maintenance Program”)**: Attorney Murphy and Mr. Crehan provided an update on the status of the IGA – Maintenance Program.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the \$13,000 annual maintenance cost and the IGA – Maintenance Program, subject to final legal review.

Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests: The Board reviewed Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests.

Following discussion, upon motion duly made by Director Murphy, seconded by Director Armstrong and, upon vote, unanimously carried, the Board adopted Resolution No. 2023-11-04, Resolution Amending Policy on Colorado Open Records Act Requests.

**OPERATIONAL/
MAINTENANCE
MATTERS**

Intergovernmental Agreement Regarding 2023 Grant of Arapahoe County Open Space Program Funds – Project Name: East Fremont Avenue Trail by and between the District and the Board of County Commissioner so the County of Arapahoe, State of Colorado (the “Grant Funding IGA”): Attorney Murphy reviewed the Grant Funding IGA with the Board.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the Grant Funding IGA.

Temporary Construction Easement Agreement (Fremont Avenue Trail) between Gypsum Management and Supply, Inc. (as Grantor) and the District (as Grantee): Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board ratified approval of the Temporary Construction Easement Agreement (Fremont Avenue Trail) between Gypsum Management and Supply, Inc. (as Grantor) and the District (as Grantee).

Temporary Construction Easement Agreement (Fremont Avenue Trail) between the following entities (as Grantor) and the District (as Grantee): Attorney Murphy reviewed with the Board the Temporary Construction Easement Agreement (Fremont Avenue Trail) documents between the following entities and the District:

1. Foodworks, Inc.
2. Centennial East Apartments Limited Partnership
3. Brisben Centennial East II Apartments Limited Partnership

RECORD OF PROCEEDINGS

4. Board of County Commissioners of the County of Arapahoe
5. Department of Human Services, State of Colorado
6. Woodspear Fox Run, LLC

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the Temporary Construction Easement Agreement (Fremont Avenue Trail) documents between the entities listed above and the District, subject to final legal review.

Public Use Easement Agreement – Fremont Avenue Trail between the following entities (as Grantor) and the District (as Grantee): Attorney Murphy reviewed with the Board the Public Use Easement Agreement – Fremont Avenue Trail documents between the following entities and the District:

1. Southeast Metro Stormwater Authority
2. Board of County Commissioners of the County of Arapahoe
3. Department of Human Services, State of Colorado

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the Public Use Easement Agreement – Fremont Avenue Trail documents between the entities listed above and the District, subject to final legal review.

Fremont Avenue Trail Committee: The Board discussed establishing a committee to review and execute the remaining easements for the Fremont Avenue Trail Project.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board established the Fremont Avenue Trail Committee to review and execute the remaining easements for the Fremont Avenue Trail Project, and appointed Director Armstrong to the Committee.

License Agreement between the City of Centennial, Colorado and the District: The Board discussed the License Agreement between the City of Centennial, Colorado and the District.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the License Agreement between the City of Centennial, Colorado and the District, subject to final legal review and review by the Fremont Avenue Trail Committee.

Resolution No. 23-248 of the Board of County Commissioners of Arapahoe County: The Board reviewed Resolution No. 23-248 of the Board of County Commissioners of Arapahoe County allowing the District to use the Public Use Easement dedicated by Centennial East Corporate Center Subdivision Filing Nos. 4, 6, and/or 12 relative to the Fremont Avenue Trail (“Resolution No. 23-248”).

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board acknowledged Resolution No. 23-248.

Proposal from Lotito Brothers, Inc.: The Board reviewed the proposal from Lotito Brothers, Inc. for landscape rehabilitation at two monument signs at South Jordan Road & East Broncos Parkway, and South Jordan Road & East Mineral Avenue.

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board ratified approval of the proposal from Lotito Brothers, Inc. for landscape rehabilitation at two monument signs at South Jordan Road & East Broncos Parkway, and South Jordan Road & East Mineral Avenue, for a total amount of \$23,195.

CAPITAL PROJECTS MATTERS

Proposal for Professional Construction Administration and Oversight Services from Schedio Group LLC (for the upcoming Fremont Avenue Trail Construction Project):

The Board reviewed the Proposal for Professional Construction Administration and Oversight Services from Schedio Group LLC (for the upcoming Fremont Avenue Trail Construction Project).

Following discussion, upon motion duly made by Director Murphy, seconded by Director Armstrong and, upon vote unanimously carried, the Board approved the Proposal for Professional Construction Administration and Oversight Services from Schedio Group LLC (for the upcoming Fremont Avenue Trail Construction Project), and authorized preparation of a Service Agreement.

Update of Crossing at Blackhawk and Broncos Parkway: Mr. Crehan and Mr. Casper updated the Board on the crossing at Blackhawk and Broncos Parkway. Mr. Casper will lead the effort in talking to the City of Centennial and pursue conversations with Centennial regarding transferring street lighting along Broncos Parkway to the City of Centennial.

OTHER MATTERS

Intergovernmental Agreement for Dove Creek Trail Project: Mr. Crehan reviewed with the Board the Intergovernmental Agreement for Dove Creek Trail Project by and among the Southeast Metro Stormwater Authority the City of Centennial, the District, and The Board of County Commissioners of the County of Arapahoe (the “Dove Creek Trail IGA”).

Following discussion, upon motion duly made by Director Armstrong, seconded by Director Murphy and, upon vote unanimously carried, the Board approved the Dove Creek Trail IGA, subject to final legal review.

RECORD OF PROCEEDINGS

East Hannibal Circle: Mr. Crehan provided an update on East Hannibal Circle, noting the same was ready for acceptance.

ADJOURNMENT

There being no further business to come before the Board at this time, upon motion duly made by Director Armstrong, and seconded by Director Murphy and, upon vote, unanimously carried, the meeting was adjourned at 2:47 p.m.

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

MINUTES OF THE STATUTORY ANNUAL MEETING OF THE BOARD OF DIRECTORS OF THE DOVE VALLEY METROPOLITAN DISTRICT (THE “DISTRICT”) HELD NOVEMBER 20, 2023

Pursuant to Section 32-1-903(6), C.R.S., a statutory annual meeting of the Board of Directors of the District (referred to hereafter as the “Board”) was convened on Monday, November 20, 2023, at 12:45 p.m., via video / telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Greg L. Armstrong
Megan Murphy

Also In Attendance Were:

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

Elisabeth A. Cortese, Esq. and Emily Murphy, Esq.; McGeady Becher P.C.

Nichole Kirkpatrick; CliftonLarsonAllen LLP

Kevin Collins; Board Candidate

Don Casper; Donald E Casper Consulting Services, Inc

Kevin Crehan, Solara Designs, Inc.

Christopher Fortin; DHM Design Corporation

ANNUAL MEETING ITEMS

Confirmation of Posting of Annual Meeting Notice: It was noted for the record that notice of the time, date and location of the annual meeting was duly posted on the District’s website and that no objections to the means of hosting the meeting by taxpaying electors within the District’s boundaries have been received.

Presentation Regarding the Status of the Public Infrastructure Projects Within the District and Outstanding Bonds: No presentation was made, as there were no members of the public present.

RECORD OF PROCEEDINGS

Unaudited Financial Statements, Including Year-to-Date Revenue and Expenditures of the District in Relation to its Adopted Budget, for the Calendar Year: The District Accountant presented the District's Unaudited Financial Statements, including year-to-date revenue and expenditures of the District in relation to the District's adopted budget, for the calendar year.

Public Questions: There were no public questions.

ADJOURNMENT

There being no further business to come before the Board at this time, the annual meeting was adjourned.

Respectfully submitted,

By _____
Secretary for the Annual Meeting

Dove Valley Metropolitan District
December-23

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
ACWWA	5096	November 2023	11/30/2023	11/30/2023	\$ 2,618.31	Irrigation 7585-45425-10003
ACWWA	1315	November 2023	11/30/2023	11/30/2023	\$ 796.99	Irrigation 7585-45425-10003
CORE Electric Cooperative	95404011	November2023	11/7/2023	11/7/2023	\$ 66.16	Street Lights 7703-45425-10001
CORE Electric Cooperative	23019000	November2023	11/15/2023	11/15/2023	\$ 25.27	Street Lights 7703-45425-10001
CORE Electric Cooperative	23019600	November2023	11/13/2023	11/13/2023	\$ 357.64	Street Lights 7703-45425-10001
CORE Electric Cooperative	23020100	November2023	11/8/2023	11/8/2023	\$ 85.66	Street Lights 7703-45425-10001
CliftonLarsonAllen LLP	3989278		11/30/2023	11/30/2023	\$ 7,668.93	Accounting 7000
CliftonLarsonAllen LLP	3989281		11/30/2023	11/30/2023	\$ 6,024.65	Accounting 7000
Colorado Community Media	100504		11/17/2023	11/17/2023	\$ 36.12	Miscellaneous 7480
Colorado Special Districts P&L Pool	26098		11/22/2023	11/22/2023	\$ 77.00	Insurance 7360
Diversified Underground Inc.	28808		11/30/2023	11/30/2023	\$ 8,020.00	Utility Locates 7701-45425-10001
Donald E Casper Consulting Services	Sixteen		12/1/2023	12/1/2023	\$ 1,140.00	Project Management 7441-45425-10001
ESTUS	3316		12/4/2023	12/4/2023	\$ 1,188.00	Website 7803
Manhard Consulting	83835		9/18/2023	9/18/2023	\$ 8,700.00	Consulting 7857
McGeady Becher P.C.	138C 10.2023		10/31/2023	10/31/2023	\$ 6,478.51	Legal 7460
Parker Electric Inc.	2702		11/30/2023	11/30/2023	\$ 370.00	Street Lights 7703-45425-10001
Parker Electric Inc.	2704		11/30/2023	11/30/2023	\$ 190.00	Street Lights 7703-45425-10001
Parker Electric Inc.	2703		11/30/2023	11/30/2023	\$ 98.00	Street Lights 7703-45425-10001
Special District Management Services Inc.	11.2023		11/30/2023	11/30/2023	\$ 3,950.40	District management 7440
Special District Management Services Inc.	11.2023		11/30/2023	11/30/2023	\$ 13.80	Miscellaneous 7480
Utility Notification Center of Colorado	223110470		11/30/2023	11/30/2023	\$ 208.98	Utility Locates 7701-45425-10001
Utility Notification Center of Colorado	223030453		3/31/2023	3/31/2023	\$ 190.92	Utility Locates 7701-45425-10001
Xcel Energy	847-9 11.23		11/27/2023	11/27/2023	\$ 191.88	Street Lights 7703-45425-10001
Xcel Energy	681-9 12.23		12/1/2023	12/1/2023	\$ 3,967.92	Street Lights 7703-45425-10001
Xcel Energy	112-5 11.23		11/27/2023	11/27/2023	\$ 13.56	Street Lights 7703-45425-10001
Xcel Energy	482-1 12.23		12/4/2023	12/4/2023	\$ 625.11	Street Lights 7703-45425-10001
Xcel Energy	809-3 11.23		11/27/2023	11/27/2023	\$ 177.89	Street Lights 7703-45425-10001
					\$ 53,281.70	

**Dove Valley Metropolitan District
December-23**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 44,355.31			\$ 44,355.31
				\$ -
ACWWA, CORE and Xcel Energy-received	\$ 8,926.39	\$ -		\$ 8,926.39
Total Disbursements from Checking Acct	\$ 53,281.70	\$0.00	\$ -	\$ 53,281.70

Dove Valley Metropolitan District

January-24

Vendor	Invoice #	Date	Due Date	Amount in USD	Expense Account	Account Number
ACWWA	1315 December 2023	12/31/2023	12/31/2023	\$ 208.99	Irrigation	7585-45425-10003
ACWWA	5096 December 2023	12/31/2023	12/31/2023	\$ 1,459.77	Irrigation	7585-45425-10003
CORE Electric Cooperative	23019600December2023	1/11/2024	1/11/2024	\$ 364.52	Street Lights	7703-45425-10001
CORE Electric Cooperative	23019000December2023	12/18/2023	12/18/2023	\$ 25.15	Street Lights	7703-45425-10001
CORE Electric Cooperative	95404011December2023	1/8/2024	1/8/2024	\$ 63.99	Street Lights	7703-45425-10001
CORE Electric Cooperative	23020100December2023	1/9/2024	1/9/2024	\$ 82.70	Street Lights	7703-45425-10001
Diversified Underground Inc.	28974	12/31/2023	12/31/2023	\$ 3,645.00	Utility Locates	7701-45425-10001
Manhard Consulting	87058	12/14/2023	12/14/2023	\$ 975.00	Fremont Ave. Urban Trail	7850-45425-10002
McGeady Becher P.C.	138C 11-2023	11/30/2023	11/30/2023	\$ 10,058.74	Legal	7460
Parker Electric Inc.	2798	1/3/2024	1/3/2024	\$ 370.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2796	1/3/2024	1/3/2024	\$ 190.00	Street Lights	7703-45425-10001
Parker Electric Inc.	2797	1/3/2024	1/3/2024	\$ 100.45	Street Lights	7703-45425-10001
Solara Designs	12.15.23	12/15/2023	12/15/2023	\$ 19,716.20	Project Management	7441-45425-10001
Special District Management Services Inc.	12.2023	12/31/2023	12/31/2023	\$ 1,326.40	District management	7440
Special District Management Services Inc.	12.2023	12/31/2023	12/31/2023	\$ 48.52	Miscellaneous	7480
Utility Notification Center of Colorado	223120447	12/31/2023	12/31/2023	\$ 172.86	Utility Locates	7701-45425-10001
Xcel Energy	485-1 1.24	1/2/2024	1/2/2024	\$ 716.37	Street Lights	7703-45425-10001
Xcel Energy	112-5 12.23	12/27/2023	12/27/2023	\$ 13.34	Street Lights	7703-45425-10001
Xcel Energy	681-9 1.24	1/2/2024	1/2/2024	\$ 26,989.02	Street Lights	7703-45425-10001
Xcel Energy	786-5 12.23	12/8/2023	12/8/2023	\$ 98.62	Street Lights	7703-45425-10001
Xcel Energy	847-9 12.23	12/27/2023	12/27/2023	\$ 173.83	Street Lights	7703-45425-10001
Xcel Energy	809-3 12.23	12/27/2023	12/27/2023	\$ 220.75	Street Lights	7703-45425-10001
				\$ 67,020.22		

**Dove Valley Metropolitan District
January-24**

	<u>General</u>	<u>Debt</u>	<u>Capital</u>	<u>Totals</u>
Disbursements	\$ 36,603.17			\$ 36,603.17
				\$ -
ACWWA, CORE and Xcel Energy-received	\$ 30,417.05	\$ -		\$ 30,417.05
Total Disbursements from Checking Acct	\$ 67,020.22	\$0.00	\$ -	\$ 67,020.22

DECCS

Donald E Casper Consulting Services, Inc

January 4, 2024

Dove Valley Metropolitan District
Attn: David Solin, District Manager
141 Union Blvd., Suite 150
Lakewood, Colorado 80228

David:

The following is an update of information regarding roadway and signalization within the district. On Wednesday, January 3rd Keven Crehan and I had a Zoom meeting with the City of Centennial and Arapahoe County Open Space (ACOS) representatives. The discussion centered on pedestrian crossing at Broncos Parkway and Blackhawk Street, as addressed in the DVMD Board Meeting on November 20th, and my prior update.

We discussed the interest of ACOS in ultimately obtaining a full access signalized intersection at Broncos Parkway and Blackhawk Street to serve their expansion of Dove Valley Regional Park. Roger Harvey of ACOS indicated the plan Anna Bunce referenced that reflected a right-out from the park onto Broncos Parkway rather than a full turn intersection was an interim solution. ACOS is interested in a full movement signalized intersection by the completion of their phase 2 improvements. The largest impediment to the park access to Broncos Parkway are existing underground utilities that have been estimated to cost two million dollars to lower.

Roger indicated the current schedule for phase 2 of the park expansion is 3 years for design and 4 years for construction of the improvements. Their ongoing phase 1 improvements are scheduled to be completed by May-June 2024. The phase 1 improvements enlarge the park and provide a new 85 car parking expansion. The phase 2 improvements will include the addition of a stadium soccer facility, which will require a second full turn signalized access, at Broncos Parkway and Blackhawk Street, in addition to the existing signalized access on South Chambers Road.

Anna Bunce, the City of Centennial Traffic Engineer, reiterated the city currently anticipates design of a signal at Broncos Parkway and Blackhawk in 2025, with construction anticipated in 2026. When asked if there are any interim measures that can be implemented in the meantime to make the intersection safer, she responded that encouraging pedestrian crossing at the unsignalized intersection would be a bad idea.

Donald E. Casper Consulting Services, Inc.
9474 Wiltshire Drive – Highlands Ranch, CO 80130

Phone 303/ 349-9837
don@casper-co.com

January 4, 2024
Dove Valley Metropolitan District

Anna requested a detailed design of the intersection from ACOS, and Roger confirmed that he will have the current design updated and submitted for the city's review.

I mentioned that the Dove Valley Board would like to contact the city council members representing City of Centennial District 3, including Dove Valley, to discuss the intersection. Jeff Dankenbring, the City of Centennial Public Works Director, thought that it is a little early to engage city council members in the discussion. He and Anna indicated that they have not had any difficulty in the past in securing city council approval of proposed traffic signalization budget proposals. They indicated that if the Dove Valley Metro District's assistance is needed, it would most likely be once the design work is completed, and if staff should encounter any resistance to the proposed improvements or budget.

During the conversation Anna also indicated the city currently anticipates design of a signal at Broncos Parkway and Fairplay in 2025, with construction anticipated in 2026.

In Summary:

The discussion was very positive and cooperative, with everyone agreeing to work towards planning a fully signalized intersection at Broncos Parkway and Blackhawk.

Greg indicated that he intends to contact council member(s) after the holidays to initiate discussions, including these intersections, so the information may provide context to his discussion. Therefore, I have copied Greg with this update. I am available to address any questions, comments, or provide more in-depth information.

Regards,

Don Casper
Donald E Casper Consulting Services, Inc.

cc Greg Armstrong
Megan Murphy
Kevin Crehan

**SERVICE AGREEMENT FOR
CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES
(FREMONT AVENUE TRAIL)**

THIS SERVICE AGREEMENT FOR CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES (FREMONT AVENUE TRAIL) (“**Agreement**”) is entered into and effective as of the 20th day of November, 2023, by and between **DOVE VALLEY METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”), and **SCHEDIO GROUP LLC**, a Colorado limited liability company (the “**Consultant**”) (each a “**Party**” and, collectively, the “**Parties**”).

RECITALS

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

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

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

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

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

I. CONSULTANT DUTIES AND AUTHORITY

1.1 Duties of Consultant. The Consultant shall:

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

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

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

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

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

1.2 Limitations on Authority.

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

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

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

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

1.5 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 1.5, 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 1.5. Further, all Work Product, whether in paper or electronic form, reproductions thereof, or any information or instruments derived therefrom, shall be provided to the District immediately upon termination of this Agreement.

II. COMPENSATION

2.1 Compensation. The Consultant shall be paid as set forth in **Exhibit B** attached hereto with a total contract amount not to exceed \$35,000, unless otherwise approved in advance by the District through a written change order in form substantially as attached hereto as **Exhibit C** ("**Change Order**").

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

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

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

III. TERM AND TERMINATION

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

3.2 Termination.

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

(b) Notwithstanding any provision herein to the contrary, the Agreement shall terminate automatically and be of no further force or effect upon the occurrence of (a) the Consultant's voluntary dissolution, liquidation, winding up, or cessation to carry on business activities as a going concern; or (b) administrative dissolution (or other legal process not initiated by the Consultant dissolving the Consultant as a legal entity) that is not remedied or cured within sixty (60) days of the effective date of such dissolution or other process.

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

IV. INDEMNIFICATION AND INSURANCE

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

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

(a) Liability Insurance Coverage.

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

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

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

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

(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 Arapahoe, 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: Dove Valley Metropolitan District
c/o Special District Management Services, Inc.
141 Union Boulevard, Suite 150
Lakewood, CO 80228
Phone: (303) 987-0835
Email: dsolin@sdmsi.com
Attn: David Solin

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

To Consultant: Schedio Group LLC
809 14th Street, Suite A
Golden, CO 80401
Phone: (303) 968-7677
Email: tmccarthy@schediogroup.com
Attn: Timothy A. McCarthy, P.E.

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO SERVICE AGREEMENT]

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

Consultant:

SCHEDIO GROUP LLC

By: _____

Its: _____

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Timothy A. McCarthy, as Managing Principal of Schedio Group LLC.

Witness my hand and official seal.

My commission expires: _____

Notary Public

District:

DOVE VALLEY METROPOLITAN DISTRICT

By: _____

President

STATE OF COLORADO)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Greg Armstrong, as President of Dove Valley Metropolitan District.

Witness my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A SCOPE OF SERVICES

TASK 1 – PROFESSIONAL CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES

This task includes, as applicable, the following tasks relative to the Fremont Avenue Trail construction project:

- Coordinate with the District and its other consultants regarding project scope and schedule.
- Prepare a public bid package and oversee the public bid process up to and including general contractor selection.
- Serve as a liaison between the District, applicable Governmental entities, general contractor, and engineer of record as necessary throughout the bid, construction, and construction closeout processes.
- Perform Construction Observation as determined necessary by Consultant.
- Provide weekly construction progress reports to the District.
- Provide project documentation to the District upon project completion.

TASK 2 – ON-CALL SERVICES

On Call Services will be performed as directed by the District

**EXHIBIT B
COMPENSATION**

TASK 1 – PROFESSIONAL CONSTRUCTION ADMINISTRATION AND OVERSIGHT SERVICES

This task will be billed on a Fixed Fee basis of 4.0% of the to be determined Total Contract Amount. The Engineer’s Opinion of Probable Costs as prepared by Manhard Consulting LTD and dated March 14, 2023, anticipates a Total Contract Amount of \$859,680 (which includes a 20% contingency).

Estimated Fixed Fee: \$859,680.00 x 4.0% = \$34,387

TASK 2 – ON-CALL SERVICES

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule below.

2023 CHARGE RATES SCHEDULE

Hourly Rates

Managing Principal	\$ 220.00
Staff Engineer III	\$ 190.00
Staff Engineer II	\$ 170.00
Staff Engineer I	\$ 150.00
Project Administrator	\$ 95.00

Special Hourly Rates

Landscape Architect III	\$ 220.00
Expert Witness	\$ 375.00 (Preparation)
	\$ 450.00 (Deposition and Testimony)

Reimbursable Expenses

Reimbursable Expenses may include but are not limited to:

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

EXHIBIT C
FORM OF CHANGE ORDER

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

CHANGE IN SCOPE OF SERVICES (describe):
--

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

APPROVED:	
By:	_____
	District

APPROVED:	
By:	_____
	Consultant