

BELLEVUE PLACE METROPOLITAN DISTRICT

141 Union Boulevard, Suite 150
Lakewood, Colorado 80228-1898
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NOTICE OF REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Eric Dome	President	2022/May 2022
Brian Mulqueen	Treasurer	2022/May 2022
Daniel Galasso	Assistant Secretary	2020/May 2020
Cynthia Myers	Assistant Secretary	2020/May 2020
Julie Coleman	Assistant Secretary	2022/May 2020
Lisa Johnson	Secretary	

DATE: March 14, 2019

TIME: 2:00 P.M.

PLACE: Century Communities
8390 E. Crescent Parkway, Suite 650
Greenwood Village, CO 80111

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest and confirm quorum.

B. Approve Agenda, confirm location of the meeting and posting of meeting notices and designated 24 hour posting location.

C. Review and consider approval of Minutes from the October 30, 2018 Special Meeting and the December 17, 2018 Special Meeting (enclosures).

II. PUBLIC COMMENT

A. _____

III. FINANCIAL MATTERS

A. Ratify / approve the payment of claims (to be distributed).

- B. Review unaudited financial statements and cash position (to be distributed).
-

- C. Review and approve Application for Exemption from Audit for 2018 (to be distributed - copy of application).
-

- D. Ratify adoption of Resolution No. 2018-09-10 Regarding the Imposition of District Fees (enclosure).
-

IV. LEGAL MATTERS

- A. Discuss and consider approval of Landscape Tract Acceptance Agreement between Century at Bellevue Place, LLC and the District (to be distributed).
-

V. COVENANT ENFORCEMENT / DESIGN REVIEW

- A. Discuss covenant enforcement and design review services for the District.
-

- B. Discuss and consider adoption of Resolution No. 2019-03-01 Adopting the Design and Landscape Guidelines of Bellevue Place (enclosure).
-

- C. Discuss and consider adoption of Resolution No. 2019-03-02 Acknowledging and Adopting the Declaration of Covenants and Restrictions of Bellevue Place (enclosure).
-

- D. Discuss and consider adoption of Resolution No. 2019-03-03 Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants of Bellevue Place (enclosure).
-

- E. Recind prior adoption of Resolution No. 2018-09-11 Adopting the Rules and Regulations of Belleview Place, Resolution No. 2018-09-12 Acknowledging and Adopting the Declaration of Covenants and Restrictions of Belleview Place and Resolution No. 2018-09-13 Adopting the Policies and Procedures Governing the Enforcement of Protective Covenants of Belleview Place.
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VI. CONSTRUCTION MATTERS

- A. Discuss 2019 development / construction outlook.
-
- B. Review and consider engagement of independent engineer for Cost Verification Services and authorize execution of Service Agreement for said services (enclosures).
-

VII. OTHER MATTERS

- A. _____

VIII. ADJOURNMENT: **THE NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 13, 2019.**

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE "DISTRICT") HELD OCTOBER 30, 2018

A special meeting of the Board of Directors of the Belleview Place Metropolitan District (referred to hereafter as the "Board") was convened on Tuesday, October 30, 2018, at 2:00 p.m., at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111. The meeting was open to the public.

Directors in Attendance Were:

Eric Dome
Brian Mulqueen
Cynthia Myers
Daniel Galasso

Also, In Attendance Were:

Lisa A. Johnson and Peggy Ripko; Special District Management Services, Inc. ("SDMS")

Elisabeth A. Cortese, Esq.; McGeady Becher P.C.

Diane Wheeler: Simmons & Wheeler, P.C.

Brenda Owings; Century Communities

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested 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 statute. It was noted by Attorney Cortese that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: Ms. Johnson distributed for the Board's review and approval a proposed Agenda for the District's special meeting. The Board requested SDMS to bring hard copies of the meeting packets to future meetings.

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

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. Following discussion, and upon motion duly made by Director Galasso, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within the District's boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this 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.

Vacancy on the Board of Directors: The Board discussed the vacancy on the Board of Directors. The Board directed staff to publish a Notice of Vacancy.

Public Comment: There was no public comment.

Minutes: The Board reviewed the Minutes of the September 12, 2018 organizational meeting.

Following discussion, upon motion duly made by Director Mulqueen, seconded by Director Galasso and, upon vote, unanimously carried, the Minutes of the September 12, 2018 organizational meeting were approved.

Resolution No. 2018-10-01; Establishing Regular Meeting Dates, Time and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices: The Board discussed Resolution No. 2018-10-01; Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72 Hour and 24-Hour Notices.

Ms. Johnson reviewed the business to be conducted in 2019 to meet the statutory compliance requirements. The Board determined to meet on March 14, 2019, June 13, 2019, September 12, 2019 and November 14, 2019, at 2:00 p.m., at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado.

RECORD OF PROCEEDINGS

Following discussion, upon a motion duly made by Director Dome, seconded by Director Galasso and, upon vote, unanimously carried, the Board adopted Resolution No. 2018-10-01; Establishing Regular Meeting Dates, Times and Location, and Designating Locations for Posting of 72-Hour and 24-Hour Notices.

FINANCIAL MATTERS

Claims: There were no claims presented.

Financial Statements: There were no financial statements presented.

2018 Budget Amendment Hearing: The President opened the public hearing to consider the Resolution to Amend the 2018 Budget and discuss related issues.

It was noted that publication of Notice stating that the Board would consider adoption of a Resolution to Amend the 2018 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. There were no comments from the public in attendance and the public hearing was closed.

After review it was determined that a 2018 Budget Amendment was not necessary.

2019 Budget Hearing: The Board opened the public hearing to consider the proposed 2019 Budget and discuss related issues.

It was noted that Notice stating that the Board would consider adoption of the 2019 Budget and the date, time and place of the public hearing was published in the newspaper having general circulation in the District, in accordance with statutory requirements. No written objections were received prior to the public hearing. No public comments were received, and the public hearing was closed.

Ms. Wheeler reviewed the estimated 2018 expenditures and the proposed 2019 expenditures with the Board.

Following discussion, the Board considered the adoption of Resolution No. 2018-10-02; Resolution to Adopt the 2019 Budget and Appropriate Sums of Money and Resolution No. 2018-10-03; Resolution to Set Mill Levies (for the General Fund at 100.277 mills, the Debt Service Fund at 0.000 mills, and the Other Fund(s) at 0.000 mills, for a total mill levy of 100.277 mills). Upon motion duly made by Director Galasso, seconded by Director Myers and, upon vote, unanimously carried, the Resolutions were adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2018. Ms. Johnson

RECORD OF PROCEEDINGS

was authorized to transmit the Certification of Mill Levy to the Board of County Commissioners of Arapahoe County, not later than December 15, 2018. Ms. Johnson was also authorized to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2019. Copies of the adopted Resolutions are attached hereto and incorporated herein by this reference.

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

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

2018 Application for Exemption from Audit: The Board discussed the 2018 Application for Exemption from Audit.

Following discussion, upon motion duly made and seconded by Director Galasso, seconded by Director Dome and, upon vote, unanimously carried, the Board appointed Simmons & Wheeler, P.C. to prepare and file the 2018 Application for Exemption from Audit.

2020 Budget Preparation: The Board determined that this discussion was not needed until a meeting in 2019.

LEGAL MATTERS

Resolution No. 2018-09-10 Regarding the Imposition of District Fees: The Board discussed Resolution No. 2018-09-10; Resolution Regarding the Imposition of District Fees.

Following discussion, upon a motion duly made by Director Dome, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board ratified adoption of Resolution No. 2018-09-10; Resolution Regarding the Imposition of District Fees.

COVENANT ENFORCEMENT/ DESIGN REVIEW

Covenant Enforcement and Design Review Services for the District: The Board discussed covenant enforcement and design review services for the District. It was noted that the Covenants are pending recordation.

Resolution No. 2018-09-11 Adopting the Rules and Regulations of Belleview Place: The Board deferred discussion.

RECORD OF PROCEEDINGS

Resolution No. 2018-09-12 Acknowledging and Adopting the Declaration of Covenant and Use Restrictions for Belleview Place: The Board deferred discussion.

Resolution No. 2018-09-13 Adopting the Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place: The Board deferred discussion.

CONSTRUCTION MATTERS

Development / Construction Outlook: It was reported that the Developer anticipates (5-7) closings to occur late 2018 and (45-50) to occur in 2019 with the remainder of homes to close in 2020.

Cost Verification Engineering Services: The Board discussed engagement of an independent engineer for cost verification services and directed staff to gather proposals.

OTHER BUSINESS

§32-1-809, C.R.S. Reporting Requirements and Mode of Eligible Elector Notification: The Board discussed §32-1-809, C.R.S. reporting requirements and mode of eligible elector notification and directed staff to post the District's required transparency notice information on the Special District Association's website.

Eligible Governmental Entity Agreement: The Board discussed the Eligible Governmental Entity Agreement between the District and Statewide Internet Portal Authority ("SIPA").

Following discussion, upon motion duly made by Director Dome, seconded by Director Galasso and, upon vote, unanimously carried, the Board approved the Eligible Governmental Entity Agreement between the District and SIPA.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

RECORD OF PROCEEDINGS

THESE MINUTES ARE APPROVED AS THE OFFICIAL OCTOBER 30, 2018 SPECIAL MEETING MINUTES OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Eric Dome

Brian Mulqueen

Daniel Galasso

Cynthia Myers

Julie Coleman

RESOLUTION NO. 2018-10-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
BELLEVIEW PLACE METROPOLITAN DISTRICT
ESTABLISHING REGULAR MEETING DATES, TIME AND LOCATION, AND
DESIGNATING LOCATIONS FOR POSTING OF 72-HOUR AND 24-HOUR NOTICES**

A. Pursuant to Section 32-1-903, C.R.S., special districts are required to designate a schedule for regular meetings, indicating the dates, time and location of said meetings.

B. Pursuant to Section 24-6-402(2)(c), C.R.S., special districts are required to designate annually at the board of directors of the district's first regular meeting of each calendar year, the place at which notice will be posted at least 24 hours prior to each meeting.

C. Pursuant to Section 32-1-903, C.R.S., special districts are required to post notices of regular and special meetings at three (3) public places within the district and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting.

D. Pursuant to Section 32-1-903, C.R.S., all special and regular meetings of the board shall be held at locations which are within the boundaries of the district or which are within the boundaries of any county in which the district is located, in whole or in part, or in any county so long as the meeting location does not exceed twenty (20) miles from the district boundaries unless such provision is waived.

E. The provisions of Section 32-1-903, C.R.S., may be waived if: (1) the proposed change of location of a meeting of the board appears on the agenda of a regular or special meeting; and (2) a resolution is adopted by the board stating the reason for which a meeting is to be held in a location other than under Section 32-1-903(1), C.R.S., and further stating the date, time and place of such meeting.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Belleview Place Metropolitan District of the County of Arapahoe, Colorado:

1. That the provisions of Section 32-1-903(1), C.R.S., be waived pursuant to the adoption of this Resolution.

2. That the Board of Directors (the "**District Board**") has determined that conducting regular and special meetings pursuant to Section 32-1-903(1), C.R.S., would be inconvenient and costly for the Directors and consultants of the District in that they live and/or work outside the twenty (20) mile radius requirement.

3. That regular meetings of the District Board of the Belleview Place Metropolitan District for the year 2019 shall be held on March 14, June 13, September 12 and November 14 at 2:00 p.m., at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village in Arapahoe County, Colorado.

4. That special meetings of the District Board shall be held as often as the needs of the District require, upon notice to each Director.

5. That, until circumstances change and a future resolution of the District Board so designates, the location of all special and regular meetings of the District Board shall appear on the agenda(s) of said special and regular meetings.

6. That the residents and taxpaying electors of the District shall be given an opportunity to object to the meeting(s), location(s) and any such objections shall be considered by the District Board in setting future meetings.

7. Notice of Meetings of the District Board required pursuant to Section 24-6-402(2)(c), C.R.S., shall be posted within the boundaries of the District at least 24 hours prior to each meeting at the following location:

(a) See attached map

8. Notices of regular and special meetings required to be posted at three (3) public places within the District and at the office of the County Clerk and Recorder at least 72 hours prior to said meeting shall be made pursuant to Section 32-1-903, C.R.S., at the following locations:

(a) See attached map

(b) See attached map

(c) See attached map

9. Special District Management Services, Inc., or his/her designee, is hereby appointed to post the above-referenced notices.

RESOLUTION APPROVED AND ADOPTED on October 30, 2018.

BELLEVIEW PLACE METROPOLITAN DISTRICT

By: 
President

Attest:


Secretary

THIS DRAWING IS A CONSULTANT DRAWING FOR THE PROJECT DESCRIBED HEREIN. IT IS THE PROPERTY OF THE CONSULTANT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT.

MOBILE COUNTY
SUBDIVISION
FILING NO. 3
CDA 2014-001

SHALOM PARK
SWAMP AND SITE IMPROVEMENT
FILING NO. 4

EAST WILKINSON DRIVE

EAST WILKINSON AVENUE

SOUTH FAIRPLAY STREET

MOBILE COUNTY
SUBDIVISION
FILING NO. 1

NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. SEE SEPARATE DRAWINGS FOR DETAILS.
3. SEE SEPARATE DRAWINGS FOR MATERIALS.
4. SEE SEPARATE DRAWINGS FOR FINISHES.

1/2" = 1'-0" Scale

DATE: 01/15/14

DESIGNER: J. W. BROWN

SCALE: 1" = 100'

DATE: 01/15/14

SCALE: 1" = 100'

Calibre

SHALOM PARK FILING NO. 4
SWAMP AND SITE IMPROVEMENT PLANS
INDEX SHEET

IN 1



RESOLUTION NO. 2018 - 10 - 02
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BELLEVUE PLACE METROPOLITAN DISTRICT
TO ADOPT THE 2019 BUDGET AND APPROPRIATE SUMS OF MONEY

WHEREAS, the Board of Directors of the Bellevue Place Metropolitan District ("District") has appointed the District Accountant to prepare and submit a proposed 2019 budget to the Board at the proper time; and

WHEREAS, the District Accountant has submitted a proposed budget to this Board on or before October 15, 2018, for its consideration; and

WHEREAS, upon due and proper notice, published or posted in accordance with the law, said proposed budget was open for inspection by the public at a designated place, a public hearing was held on October 30, 2018, and interested electors were given the opportunity to file or register any objections to said proposed budget; and

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

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

WHEREAS, the Board of Directors of the District has made provisions therein for revenues in an amount equal to or greater than the total proposed expenditures as set forth in said budget; and

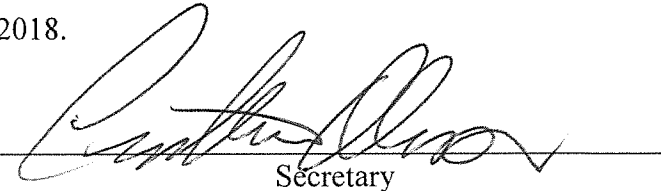
WHEREAS, it is not only required by law, but also necessary to appropriate the revenues provided in the budget to and for the purposes described below, as more fully set forth in the budget, including any interfund transfers listed therein, so as not to impair the operations of the District.

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

1. That the budget as submitted, amended, and summarized by fund, hereby is approved and adopted as the budget of the Bellevue Place Metropolitan District for the 2019 fiscal year.
2. That the budget, as hereby approved and adopted, shall be certified by the Secretary of the District to all appropriate agencies and is made a part of the public records of the District.

3. That the sums set forth as the total expenditures of each fund in the budget attached hereto as **EXHIBIT A** and incorporated herein by reference are hereby appropriated from the revenues of each fund, within each fund, for the purposes stated.

ADOPTED this 30th day of October, 2018.



Secretary

EXHIBIT A
(Budget)

BELLEVIEW PLACE METROPOLITAN DISTRICT
2019
BUDGET MESSAGE

Attached please find a copy of the adopted 2019 budget for the Belleview Place Metropolitan District.

The Belleview Place Metropolitan District has adopted budgets for three funds, a General Fund to provide for general operating expenditures; a Capital Projects Fund to provide for capital improvements to be built for the benefit of the district; and a Debt Service Fund to account for the repayment of principal and interest on the proposed general obligation bonds.

The District's accountants have utilized the modified accrual basis of accounting and the budget has been adopted after proper postings, publications and public hearing.

The primary source of revenue for the District in 2019 will be property taxes, fees and bond proceeds. The District intends to impose a 100.277 mill levy on property within the District for 2019 dedicated to the General Fund.

Belleview Place Metropolitan District
Adopted Budget
General Fund
For the Year ended December 31, 2019

	Actual <u>2017</u>	Adopted Budget <u>2018</u>	Actual <u>9/30/2018</u>	Estimate <u>2018</u>	Adopted Budget <u>2019</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Property taxes	-	-	-	-	31,990
Specific ownership taxes	-	-	-	-	2,559
Fees	-	-	-	-	21,600
Working capital fee	-	-	-	-	12,500
Developer advances	-	20,000	-	-	-
Total revenues	<u>-</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>68,649</u>
Total funds available	<u>-</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>68,649</u>
Expenditures:					
Audit/ Exemption	-	750	-	-	9,000
Election	-	-	-	-	-
Insurance/ SDA Dues	-	1,000	-	-	4,500
Legal	-	15,000	-	-	25,000
Management	-	-	-	-	15,000
Covenant enforcement	-	-	-	-	7,500
Reserve	-	1,750	-	-	-
Treasurer's Fees	-	-	-	-	480
Contingency	-	-	-	-	5,325
Emergency Reserve	-	1,500	-	-	1,844
Total expenditures	<u>-</u>	<u>20,000</u>	<u>-</u>	<u>-</u>	<u>68,649</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Assessed valuation		<u>\$ -</u>			<u>\$ 319,020</u>
Mill Levy		<u>-</u>			<u>100.277</u>


Belleview Place Metropolitan District
Adopted Budget
Capital Projects Fund
For the Year ended December 31, 2019

	Actual	Adopted	Actual	Estimate	Adopted
	<u>2017</u>	<u>2018</u>	<u>9/30/2018</u>	<u>2018</u>	<u>2019</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Developer advances	-	-	-	-	-
Bond Proceeds	-	-	-	-	2,700,000
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,700,000</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,700,000</u>
Expenditures:					
Issuance costs	-	-	-	-	180,000
Organization costs	-	-	-	-	-
Legal	-	-	-	-	-
Capital expenditures	-	-	-	-	2,000,000
Repay developer advances	-	-	-	-	-
Repay developer advances - interest	-	-	-	-	-
Transfer to Debt Service	-	-	-	-	450,000
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,630,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 70,000</u>

Bellevue Place Metropolitan District
Adopted Budget
Debt Service Fund
For the Year ended December 31, 2019

	Actual <u>2017</u>	Adopted Budget <u>2018</u>	Actual <u>9/30/2018</u>	Estimate <u>2018</u>	Adopted Budget <u>2019</u>
Beginning fund balance	\$ -	\$ -	\$ -	\$ -	\$ -
Revenues:					
Development fees	-	-	-	-	-
Property taxes	-	-	-	-	-
Specific ownership taxes	-	-	-	-	-
Transfer from Capital Projects					450,000
Interest Income	-	-	-	-	-
Total revenues	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>450,000</u>
Total funds available	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>450,000</u>
Expenditures:					
Bond interest expense	-	-	-	-	315,000
Bond principal	-	-	-	-	-
Treasurer's fees	-	-	-	-	-
Trustee / paying agent fees	-	-	-	-	-
Contingency	-	-	-	-	-
Miscellaneous	-	-	-	-	-
Total expenditures	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>315,000</u>
Ending fund balance	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 135,000</u>
Assessed valuation		<u>\$ -</u>			<u>\$ 319,020</u>
Mill Levy		<u>0.000</u>			<u>0.000</u>
Total Mill Levy		<u>0.000</u>			<u>100.277</u>

I, Cynthia Myers, hereby certify that I am the duly appointed Secretary of the Belleview Place Metropolitan District, and that the foregoing is a true and correct copy of the budget for the budget year 2019, duly adopted at a meeting of the Board of Directors of the Belleview Place Metropolitan District held on October 30, 2018.

By:  _____
Secretary

RESOLUTION NO. 2018 - 10 - *03*
A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT
TO SET MILL LEVIES

WHEREAS, the Board of Directors of the Belleview Place Metropolitan District (“District”) has adopted the 2019 annual budget in accordance with the Local Government Budget Law on October 30, 2018; and

WHEREAS, the adopted budget is attached to the Resolution of the Board of Directors to Adopt the 2019 Budget and Appropriate Sums of Money, and such budget is incorporated herein by this reference; and

WHEREAS, the amount of money necessary to balance the budget for general fund expenses from property tax revenue is identified in the budget; and

WHEREAS, the amount of money necessary to balance the budget for debt service fund expenses from property tax revenue is identified in the budget; and

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

1. That for the purposes of meeting all general fund expenses of the District during the 2019 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

2. That for the purposes of meeting all debt service fund expenses of the District during the 2019 budget year, the District determined to levy mills upon each dollar of the total valuation for assessment of all taxable property within the District, as set forth in the budget, to raise the required revenue.

3. That the District Accountant of the District is hereby authorized and directed to immediately certify to the County Commissioners of Arapahoe County, Colorado, the mill levies for the District as set forth in the District’s Certification of Tax Levies (attached hereto as **EXHIBIT A** and incorporated herein by reference), recalculated as needed upon receipt of the final certification of valuation from the County Assessor in order to comply with any applicable revenue and other budgetary limits.

ADOPTED this 30th day of October, 2018.


Secretary

EXHIBIT A
(Certification of Tax Levies)

CERTIFICATION OF TAX LEVIES for NON-SCHOOL Governments

TO: County Commissioners¹ of Arapahoe County, Colorado.

On behalf of the Bellevue Place Metropolitan District,
(taxing entity)^A

the Board of Directors,
(governing body)^B

of the Bellevue Place Metropolitan District,
(local government)^C

Hereby officially certifies the following mills to be levied against the taxing entity's GROSS \$ 319,020 assessed valuation of: (GROSS^D assessed valuation, Line 2 of the Certification of Valuation Form DLG 57^E)

Note: If the assessor certified a NET assessed valuation (AV) different than the GROSS AV due to a Tax Increment Financing (TIF) Area^F the tax levies must be calculated using the NET AV. The taxing entity's total property tax revenue will be derived from the mill levy multiplied against the NET assessed valuation of: \$ 319,020 (NET^G assessed valuation, Line 4 of the Certification of Valuation Form DLG 57)

Submitted: 12-13-18 for budget/fiscal year 2019.
(not later than Dec. 15) (mm/dd/yyyy) (yyyy)

PURPOSE (see end notes for definitions and examples)	LEVY ²	REVENUE ²
1. General Operating Expenses ^H	<u>100.277</u> mills	\$ <u>31,990</u>
2. <Minus> Temporary General Property Tax Credit/ Temporary Mill Levy Rate Reduction ^I	< > mills	\$ < >
SUBTOTAL FOR GENERAL OPERATING:	100.277 mills	\$ 31,990
3. General Obligation Bonds and Interest ^J	_____ mills	\$ _____
4. Contractual Obligations ^K	_____ mills	\$ _____
5. Capital Expenditures ^L	_____ mills	\$ _____
6. Refunds/Abatements ^M	_____ mills	\$ _____
7. Other ^N (specify): _____	_____ mills	\$ _____
	_____ mills	\$ _____
TOTAL: [Sum of General Operating Subtotal and Lines 3 to 7]	100.277 mills	\$ 31,990

Contact person: (print) Diane K Wheeler Daytime phone: (303) 689-0833
Signed: *Diane K Wheeler* Title: District Accountant

Include one copy of this tax entity's completed form when filing the local government's budget by January 31st, per 29-1-113 C.R.S., with the Division of Local Government (DLG), Room 521, 1313 Sherman Street, Denver, CO 80203. Questions? Call DLG at (303) 866-2156.

¹ If the taxing entity's boundaries include more than one county, you must certify the levies to each county. Use a separate form for each county and certify the same levies uniformly to each county per Article X, Section 3 of the Colorado Constitution.
² Levies must be rounded to three decimal places and revenue must be calculated from the total NET assessed valuation (Line 4 of Form DLG57 on the County Assessor's final certification of valuation).

CERTIFICATION OF TAX LEVIES, continued

THIS SECTION APPLIES TO TITLE 32, ARTICLE 1 SPECIAL DISTRICTS THAT LEVY TAXES FOR PAYMENT OF GENERAL OBLIGATION DEBT (32-1-1603 C.R.S.). Taxing entities that are Special Districts or Subdistricts of Special Districts must certify separate mill levies and revenues to the Board of County Commissioners, one each for the funding requirements of each debt (32-1-1603, C.R.S.) Use additional pages as necessary. The Special District's or Subdistrict's total levies for general obligation bonds and total levies for contractual obligations should be recorded on Page 1, Lines 3 and 4 respectively.

CERTIFY A SEPARATE MILL LEVY FOR EACH BOND OR CONTRACT:

BONDS^J:

- 1. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 2. Purpose of Issue: _____
Series: _____
Date of Issue: _____
Coupon Rate: _____
Maturity Date: _____
Levy: _____
Revenue: _____

CONTRACTS^K:

- 3. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

- 4. Purpose of Contract: _____
Title: _____
Date: _____
Principal Amount: _____
Maturity Date: _____
Levy: _____
Revenue: _____

Use multiple copies of this page as necessary to separately report all bond and contractual obligations per 32-1-1603, C.R.S.

RECORD OF PROCEEDINGS

MINUTES OF A SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (THE "DISTRICT") HELD DECEMBER 17, 2018

A special meeting of the Board of Directors of the Belleview Place Metropolitan District (referred to hereafter as the "Board") was convened on Monday, December 17, 2018, at 10:00 a.m., at the offices of Century Communities, 8390 E. Crescent Parkway, Suite 650, Greenwood Village, Colorado 80111. The meeting was open to the public.

Directors in Attendance Were:

Brian Mulqueen
Cynthia Myers
Daniel Galasso

Following discussion, upon motion duly made by Director Galasso seconded by Director Myers and, upon vote, unanimously carried, the absence of Eric Dome was excused. The Board appointed Director Mulqueen as Acting President for the meeting.

Also, In Attendance Were:

Lisa A. Johnson; Special District Management Services, Inc. (via speakerphone)

Elisabeth A. Cortese, Esq.; McGeady Becher P.C.

Julie Coleman; Century Communities; Board Candidate

Brenda Owings and Nick Enke; Century Communities

**DISCLOSURE OF
POTENTIAL
CONFLICTS OF
INTEREST**

Attorney Cortese discussed the requirements of Colorado law to disclose any potential conflicts of interest or potential breaches of fiduciary duty of the Board of Directors to the Secretary of State. The members of the Board were requested 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 statute. It was noted by Attorney Cortese that disclosures of potential conflicts of interest were filed with the Secretary of State for all Directors.

RECORD OF PROCEEDINGS

ADMINISTRATIVE MATTERS

Agenda: The agenda was distributed for the Board's review and approval.

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

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. Following discussion, and upon motion duly made by Director Galasso, seconded by Director Mulqueen and, upon vote, unanimously carried, the Board determined that because there was not a suitable or convenient location within its boundaries to conduct this meeting, it was determined to conduct the meeting at the above-stated location. The Board further noted that notice of this 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.

Consideration of Board Appointment After Publication of Notice of Vacancy: 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 made on December 6, 2018 in The Denver Post. No Letters of Interest from qualified eligible electors were received within ten (10) days of the date of such publication.

As such, following discussion and upon motion duly made by Director Galasso, seconded by Director Mulqueen, Julie Coleman was nominated to fill the vacant Board term and, upon vote, unanimously carried, the Board appointed Julie Coleman to fill the vacancy on the Board of Directors. The Oath of Director was administered.

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

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

President	Eric Dome
Treasurer	Brian Mulqueen
Secretary	Lisa A. Johnson
Assistant Secretary	Daniel Galasso
Assistant Secretary	Cynthia Myers
Assistant Secretary	Julie Coleman

RECORD OF PROCEEDINGS

OTHER BUSINESS

None.

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

THESE MINUTES ARE APPROVED AS THE OFFICIAL DECEMBER 17, 2018
SPECIAL MEETING MINUTES OF THE BELLEVIEW PLACE METROPOLITAN
DISTRICT BY THE BOARD OF DIRECTORS SIGNING BELOW:

Eric Dome

Brian Mulqueen

Daniel Galasso

Cynthia Myers

Julie Coleman

When recorded return to:

McGeady Becher P.C.
450 E. 17th Avenue, Suite 400
Denver, CO 80203
Attn: Elisabeth A. Cortese

NOTICE TO TITLE COMPANIES: THE FOLLOWING RESOLUTION IMPOSES FEES WHICH, UNTIL PAID, CONSTITUTE A STATUTORY AND PERPETUAL LIEN ON AND AGAINST THE PROPERTY SERVED. CONTACT SPECIAL DISTRICT MANAGEMENT SERVICES, INC., AT (303) 987-0835 TO VERIFY PAYMENT.

RESOLUTION NO. 2018-09-10

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
BELLEVIEW PLACE METROPOLITAN DISTRICT
REGARDING THE IMPOSITION OF DISTRICT FEES**

- A. Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Arapahoe County, State of Colorado (the “**City**”).
- B. The District was organized pursuant to its Service Plan approved by the City on March 5, 2018, as it may be amended from time to time (the “**Service Plan**”).
- C. The District’s boundaries are described in the legal description attached hereto as **Exhibit A**, which legal description may be amended from time to time, pursuant to the inclusion and/or exclusion of property into or from the District (the “**Property**”).
- D. Century at Belleview Place, LLC, a Colorado limited liability company (the “**Developer**”), caused to be recorded the Covenants and Restrictions of Belleview Place Townhomes in the real property records of Arapahoe County, State of Colorado, on January 14, 2019, at Reception No. D9003535 (as the same may be amended and/or modified from time to time, the “**Covenants**”) and applicable to the Property.
- E. The Covenants provide that the District shall enforce each of the provisions provided therein.
- F. The District, pursuant to the Covenants and Service Plan, is authorized and responsible for the ownership, operation, maintenance and construction of facilities to benefit the Property (the “**District Improvements**”).
- G. The Property will benefit from the District Improvements and the District’s operation and maintenance of the same.
- H. The District is authorized pursuant to Section 32-1-1001(1)(j), C.R.S., and its Service Plan to fix and impose fees, rates, tolls, charges and penalties for services, programs, or facilities provided by the District, which, until paid, shall constitute a perpetual lien on and against all property served.

I. The District is providing a service by operating and maintaining the District Improvements, and administering the transfer of ownership of any Residential Unit (defined below) located within the Property (the “**Services**”).

J. The District has determined that, to meet the costs associated with the District Improvements, the cost of operating and maintaining the District Improvements, and to meet the costs of providing the Services (the “**Service Costs**”) it is necessary to impose a fee (the “**Operations Fee**”) on each lot and/or single family residential dwelling unit (“**Residential Unit**”) on the Property.

K. The District has determined that to offset the Service Costs, in order to fund the administrative expenses incurred when property within the District is sold, and in order to pay the administrative cost associated with the establishment, maintenance, and transfer of the accounts to properly administer the Operations Fee and the District’s affairs, it is necessary to impose a fee (the “**Working Capital Fee**,” and collectively with the Operations Fee, the “**Fees**”) on each Residential Unit on the Property.

L. The District has determined that the Operations Fee and the Working Capital Fee, as set forth in this Resolution, are reasonably related to the overall cost of providing the Services and paying the Service Costs, and that imposition thereof is necessary and appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT (“**BOARD**”), ARAPAHOE COUNTY, COLORADO:

1. The Board hereby finds, determines and declares that it is in the best interests of the District, its inhabitants and taxpayers to exercise its power by imposing the following fees:

(a) **Operations Fee.**

(i) The Board hereby imposes an Operations Fee in the amount of Two Hundred Forty Dollars (\$240) per year on each Residential Unit within the District. The District reserves the right to amend this resolution in the future to increase or decrease the amount of the Operations Fee.

(ii) An invoice for the Operations Fee payable for the full calendar year will be mailed to each property owner (the “**Owner**”) on or before the 1st day of March each year (the “**Bill Date**”). The Owner shall pay the Operations Fee for said calendar year in one installment on or before April 1 of each year. If payment in full is not received by April 5 (the “**Past Due Date**”), the fee is deemed past due and otherwise outstanding. A “Reminder Notice” may be, but is not required to be, sent at such time.

(iii) Failure to make payment of any Operations Fee due hereunder shall constitute a default in the payment of such Operations Fee. Upon default, Owner shall be responsible for a late payment fee (“**Late Payment Fee**”) in the amount of Fifteen Dollars (\$15.00) per late payment.

(iv) If the Owner does not make payment of all past due amounts, which in the District's sole discretion may include simple interest as permitted by Section 29-1-1102(7), C.R.S.(the "**Delinquent Balance**"), within sixty (60) days from the Past Due Date, the District may deliver to the Owner a Notice of Intent to File a Lien Statement (a "**Lien Notice**"). The Lien Notice shall give notice to the Owner that the District intends to perfect its lien against the Property by recording a Lien Statement in the office of the Arapahoe County Clerk and Recorder if the Delinquent Balance is not paid in full within thirty (30) days after said Lien Notice is served upon Owner by certified mail, return receipt requested, pursuant to Section 38-22-109(3), C.R.S.

(b) **Working Capital Fee.**

(i) The Board hereby determines that in order to fund the Service Costs and related account administration costs, the District shall impose a Working Capital Fee to be paid by each Owner (other than the builder constructing the initial Residential Unit) upon the sale, conveyance, or transfer by deed, instrument, writing, lease or other documents otherwise by which real property is sold, granted, let, assigned, transferred, exchanged or otherwise vested in a tenant, tenants, purchaser, or purchasers (a "**Transfer**") of such Residential Unit, beginning when the builders sell the Residential Unit to the initial Owner.

(ii) The Working Capital Fee shall be Two Hundred Fifty Dollars (\$250) per Transfer per Residential Unit and shall be due and payable at the time of any Transfer of any Residential Unit constructed on a lot which has a certificate of occupancy.

(c) The Working Capital Fee imposed hereunder shall not apply to any of the following, except to the extent the District determines that such exception is being undertaken for the purpose of improperly avoiding the Working Capital Fee:

(i) Any Transfer wherein the United States, or any agency or instrumentality thereof, the State of Colorado, any county, city and county, municipality, district or other political subdivisions of this State, is either the grantor or the grantee.

(ii) Any Transfer by document, decree or agreement partitioning, terminating or evidencing termination of a joint tenancy, tenancy in common or other co-ownership; however, if additional consideration or value is paid in connection with such partition or termination the Working Capital Fee shall apply and be based upon such additional consideration.

(iii) Any Transfer of title or change of interest in real property by reason of death, pursuant to a will, the law of descent and distribution, or otherwise.

(iv) Any Transfer made and delivered without consideration for the purpose of: confirming, correcting, modifying or supplementing a Transfer previously made; making minor boundary adjustments; removing clouds of title; or granting easements, rights-of-way or licenses.

(v) Any decree or order of a court of record quieting, determining or resting title, except for a decree of foreclosure.

(vi) Transfers to secure a debt or other obligation, or releases other than by foreclosure, which is security for a debt or other obligation.

(vii) Transfers pursuant to a decree or separation of divorce.

(d) The District reserves the right to amend this Resolution in the future to increase or decrease the amount of the Working Capital Fee.

2. The Fees shall not be imposed on real property actually conveyed or dedicated to non-profit owners' associations, governmental entities or utility providers.

3. The Fees shall constitute a statutory and perpetual charge and lien upon the Property pursuant to Section 32-1-1001(1)(j), C.R.S., from the date the same becomes due and payable until paid. The lien shall be perpetual in nature as defined by the laws of the State of Colorado on the Property and shall run with the land and such lien may be foreclosed by the District in the same manner as provided by the laws of Colorado for the foreclosure of mechanics' liens. This Resolution shall be recorded in the real property records of the Clerk and Recorder of Arapahoe County, Colorado.

4. The District shall be entitled to institute such remedies and collection proceedings as may be authorized under Colorado law, including, but not limited to, foreclosure of its perpetual lien. The defaulting Owner shall pay all costs, including attorneys' fees, incurred by the District in connection with the foregoing. In foreclosing such lien, the District will enforce the lien only to the extent necessary to collect the Delinquent Balance and costs of collection (including, but not limited to, reasonable attorneys' fees).

5. Judicial invalidation of any of the provisions of the Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances shall not affect the validity of the remainder of the Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

6. Any inquiries pertaining to the Fees may be directed to the District Manager at: Lisa Johnson, Special District Management Services, Inc., 141 Union Boulevard, Suite 150, Lakewood, Colorado 80228, phone number: 303-987-0835.

7. The Operations Fee and the Working Capital Fee set forth herein are hereby approved and adopted by resolution of the Belleview Place Metropolitan District effective as of January 14, 2019.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2018-09-10]

**BELLEVUE PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

By: _____
Secretary

EXHIBIT A

Legal Description of the Property

Lots 1 through 90 inclusive,
Shalom Park Subdivision Filing No. 4,
City of Aurora, County of Arapahoe, State of Colorado.

RESOLUTION NO. 2019-03-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF
THE BELLEVIEW PLACE METROPOLITAN DISTRICT
ADOPTING THE DESIGN AND LANDSCAPE GUIDELINES**

A. The Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, County of Arapahoe, Colorado.

B. The District operates pursuant to its Service Plan approved by the City Council of the City of Aurora on March 5, 2018, as the same may be amended and/or modified from time to time (the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. Century at Belleview Place, LLC (the “**Developer**”) has caused to be recorded the Covenants and Restrictions of Belleview Place Townhomes, recorded on January 14, 2019, at Reception No. D9003535, of the Arapahoe County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).

E. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the District if the declaration, design and landscape guidelines, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

F. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.

G. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal design and landscape guidelines concerning and governing the Property and the enforcement of the Covenants.

H. The District desires to provide for the orderly and efficient enforcement of the Covenants by adopting design and landscape guidelines.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT:

1. The Board of Directors of the District hereby adopts the Design and Landscape Guidelines as described in Exhibit A, attached hereto and incorporated herein by this reference (the “**Design and Landscape Guidelines**”).

2. The Board of Directors declares that the Design and Landscape Guidelines are effective as of _____, 20____.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2019-03-01]

APPROVED AND ADOPTED this 14th day of March, 2019.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A
DESIGN AND LANDSCAPE GUIDELINES

RESOLUTION NO. 2019-03-02

**RESOLUTION OF BELLEVIEW PLACE METROPOLITAN DISTRICT
ACKNOWLEDGING AND ADOPTING THE DECLARATION OF COVENANTS AND
RESTRICTIONS OF BELLEVIEW PLACE**

1. Belleview Place Metropolitan District (the “**District**”) is a duly and regularly created, established, organized, and existing metropolitan district, existing as such under and pursuant to Title 32, Article 1 of the Colorado Revised Statutes, as amended (“**C.R.S.**”).
2. Century at Belleview Place, LLC, a Colorado limited liability company (the “**Developer**”), the master developer of the Belleview Place project (the “**Property**”) has executed a Declaration of Covenants and Restrictions of Belleview Place Townhomes (the “**Declaration**”) for the Property recorded in the real property records of Arapahoe County, State of Colorado, on January 14, 2019, at Reception No. D9003535, as the same may be amended and/or modified from time to time, and which Declaration declares that the Property is and shall be subject to the Declaration and shall be owned, held, conveyed, encumbered, leased, improved, used, occupied, enjoyed, sold, transferred, hypothecated, maintained, altered and otherwise enjoyed in accordance with and subject to the covenants and use restrictions contained therein.
3. The Declaration provides that Belleview Place Metropolitan District shall enforce each of the provisions provided therein.
4. Section 32-1-1004(8), C.R.S. authorizes Title 32 metropolitan districts to furnish covenant enforcement and design review services within the district if the declaration, rules and regulations, or similar document containing the covenants to be enforced for the area within the metropolitan district named the district as the enforcement or design review entity.
5. The Declaration assigns to the District all duties, rights and obligations to enforce the Declaration and to promulgate the Guidelines with respect to real property within the boundaries of the District that is subject to the Declaration.
6. The Board of Directors of the District (the “**Board**”) wishes to adopt the Declaration as an official policy of the District and to acknowledge the duties, obligations and rights assigned to the District pursuant to such Declaration.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT, COUNTY OF ARAPAHOE, COLORADO, AS FOLLOWS:

1. The foregoing Recitals are incorporated into and made a substantive part of this Resolution.
2. The Board hereby determines that it is in the best interests of the District and its property owners and users for the District to accept the assignment of all duties, rights and obligations under the Declaration and to provide the covenant enforcement and design review services established thereby.

3. The Board hereby authorizes and directs the officers of the District and District staff to take all actions necessary to execute the duties, rights and obligations assigned to the District by the Declaration.

4. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase, or word hereof, or the application thereof in any given circumstance, shall not affect the validity of the remainder of this Resolution, which shall be given effect in accordance with the manifest intent hereof.

5. This Resolution shall be effective upon recording of the Declaration in the Office of the Clerk and Recorder for Arapahoe County, Colorado.

[SIGNATURE PAGE FOLLOWS]

**[SIGNATURE PAGE TO RESOLUTION OF
BELLEVIEW PLACE METROPOLITAN DISTRICT
ACKNOWLEDGING AND ADOPTING THE DECLARATION OF COVENANTS AND
USE RESTRICTIONS FOR BELLEVIEW PLACE]**

APPROVED AND ADOPTED on March 14, 2019.

**BELLEVIEW PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary

RESOLUTION NO. 2019-03-03

RESOLUTION OF THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT ADOPTING THE POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE PROTECTIVE COVENANTS OF BELLEVIEW PLACE

A. The Belleview Place Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado located in the City of Aurora, Colorado.

B. The District operates pursuant to its Service Plan approved by the City of Aurora on March 5, 2018, as the same may be amended and/or modified from time to time (the “**Service Plan**”).

C. Pursuant to Section 32-1-1001(1)(m), C.R.S., the District has the power “to adopt, amend and enforce bylaws and rules and regulations not in conflict with the constitution and laws of this state for carrying on the business, objects, and affairs of the board and of the special district.”

D. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., the District has the power “to fix and from time to time to increase or decrease fees, rates, tolls, penalties or charges for services, programs, or facilities furnished by the special district.”

E. Belleview Place, LLC (the “**Developer**”) has caused to be recorded the Declaration of Covenants and Restrictions of Belleview Place Townhomes, recorded on January 14, 2019, at Reception No. D9003535, of the Arapahoe County, Colorado, real property records, as the same may be amended and/or modified from time to time (the “**Covenants**”) applicable to the real property within the District (the “**Property**”).

F. Pursuant to Section 32-1-1004(8), C.R.S., and pursuant to the District’s Service Plan, a metropolitan district may provide covenant enforcement within the district if the declaration, rules and regulations, or any similar document containing the covenants to be enforced for the area within the metropolitan district name the metropolitan district as the enforcement and design review entity.

G. The Covenants provide that it is the intention of the Developer to empower the District to provide covenant enforcement services to the Property.

H. Pursuant to the Covenants, the District may promulgate, adopt, enact, modify, amend, and repeal rules and regulations concerning and governing the Property and the enforcement of the Covenants.

I. Pursuant to the Covenants, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions with respect to any violation(s) or alleged violation(s) of the Covenants.

J. The District desires to provide for the orderly and efficient enforcement of the Covenants by adopting rules and regulations.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE BELLEVIEW PLACE METROPOLITAN DISTRICT, ARAPAHOE COUNTY, COLORADO THAT:

1. The Board of Directors of the District hereby adopt the Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place as described in Exhibit A, attached hereto and incorporated herein by this reference (“**Policies and Procedures**”).

2. The Board of Directors declares that the Policies and Procedures are effective as of January 14, 2019.

3. Judicial invalidation of any of the provisions of this Resolution or of any paragraph, sentence, clause, phrase or word herein, or the application thereof in any given circumstances, shall not affect the validity of the remainder of this Resolution, unless such invalidation would act to destroy the intent or essence of this Resolution.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO RESOLUTION NO. 2019-03-03]

APPROVED AND ADOPTED this 14th day of March, 2019.

**BELLEVUE PLACE METROPOLITAN
DISTRICT**

By: _____
President

Attest:

Secretary or Assistant Secretary

EXHIBIT A

**POLICIES AND PROCEDURES GOVERNING THE ENFORCEMENT OF THE
PROTECTIVE COVENANTS OF BELLEVIEW PLACE**

Preamble

The Board of Directors of the Belleview Place Metropolitan District (the “**District**”), has adopted the following Policies and Procedures Governing the Enforcement of the Protective Covenants of Belleview Place (“**Policies and Procedures**”) pursuant to Sections 32-1-1001(1)(j)(I), 32-1-1001(1)(m), and Section 32-1-1004(8), C.R.S. These Policies and Procedures provide for the orderly and efficient enforcement of the Declaration of Covenants and Restrictions of Belleview Place Townhomes, recorded on January 14, 2019, at Reception No. D9003535 of the Arapahoe County, Colorado real property records, and as may be amended from time to time (the “**Covenants**”).

Pursuant to the Covenants, it is the intention of Century at Belleview Place, LLC (the “**Developer**”) to empower the District to provide covenant enforcement services to the residents of the District.

The District, pursuant to the provisions of its Service Plan, which was approved by the City of Aurora, on March 5, 2018, as it has been and may be amended from time to time, and pursuant to the Covenants, may enforce the Covenants through any proceeding in law or in equity against any Person(s) violating or attempting to violate any provision therein. Possible remedies include all of those available at law or in equity. In addition, the District has the right to send demand letters and notices, to levy and collect fines, to negotiate, to settle, and to take any other actions, with respect to any violation(s) or alleged violation(s) of the Covenants.

Unless otherwise specified, all references to the “District” made herein shall refer to the Belleview Place Metropolitan District and its Board of Directors. The District has retained a management company (the “**District Manager**”) to assist it in managing its affairs, including the assessment and collection of penalties for violations of the Covenants under these Policies and Procedures.

ARTICLE 1. SCOPE OF POLICIES AND PROCEDURES

1.1 Scope. These Policies and Procedures shall apply to the enforcement of the Covenants, including the Rules and Regulations and Design Review Guidelines adopted pursuant thereto, as well as any reimbursable costs incurred by the District for enforcing the Covenants and for correction of noncompliance with the Covenants, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, removal of trash, and removal of non-complying landscaping or improvements.

ARTICLE 2. VIOLATIONS OF THE COVENANTS

2.1 Violations. Any Person violating any provisions of the Covenants shall be liable to the District for any expense, loss, or damage occasioned by reason of such violation and shall also be liable to the District for the penalties set forth in Article 2.3 below.

2.2 Notice of Violation. A Notice of Violation shall be sent upon a determination, following investigation, by the District Manager that a violation is likely to exist. Such Notice of

Violation shall set forth the specifics of the alleged violation and the time period within which the alleged violation must be corrected, pursuant to the following classification guidelines:

a. Class I Violation: a violation that, in the sole discretion of the District, can be corrected immediately and/or does not require submission to, and approval by, the District of any plans and specifications. Class I Violations include, but are not limited to, parking violations, trash violations and other violations of the Covenants concerning annoying lights, sounds or odors. Class I Violations can in most cases be corrected within seven (7) days of notification. If the violation is not corrected within seven (7) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, abatement of unsightly conditions, towing and storage of improperly parked vehicles, and removal of trash, etc.

b. Class II Violation: a violation that, in the sole discretion of the District, cannot be corrected immediately and/or require plans and specifications to be submitted to, and approval by, the District prior to any corrective action. Class II Violations include, but are not limited to, violations of the Covenants related to landscaping and construction of, or modification to, improvements. Class II Violations can in most cases be corrected within thirty (30) days of notification. If the violation is not corrected within thirty (30) days of notification, the District may take any appropriate action necessary to remedy the violation, including but not limited to, removing the non-complying landscaping or improvement.

2.3 Penalties. Penalties for violations of the Covenants shall be assessed as follows. Any penalties that have not been paid by the applicable due date shall be considered delinquent (the “**Delinquent Account**”).

- a. First Offense – Notice of Violation, no penalty
- b. Second Repeated Offense – Fee of up to \$100.00
- c. Third Repeated Offense – Up to \$250.00
- d. Continuing Repeated Violation – Up to \$500 each day violation continues (each day constitutes a separate violation).

ARTICLE 3. INTEREST

3.1 Interest. Interest charges shall accrue and shall be charged on all amounts not paid by the applicable due date, including delinquent penalties and any amounts expended by the District to cure a violation of the Covenants or amounts expended by the District to repair damages caused as a result of a violation of the Covenants. Interest charges shall accrue and shall be charged at the maximum statutory rate of eighteen percent (18%) per annum.

ARTICLE 4. LIEN FILING POLICIES AND PROCEDURES

4.1 Perpetual Lien. Pursuant to Section 32-1-1001(1)(j)(I), C.R.S., all Fees and Charges, until paid, shall constitute a perpetual lien on and against the Property to be served by

the District. Except for the for the lien against the Property created by the imposition of property taxes by the District and other taxing jurisdictions pursuant to Section 32-1-1202, C.R.S., all liens for unpaid Fees and Charges shall to the fullest extent permitted by law, have priority over all other liens of record affecting the Property and shall run with the Property and remain in effect until paid in full. All liens contemplated herein may be foreclosed as authorized by law at such time as the District in its sole discretion may determine. Notwithstanding the foregoing, the lien policies and procedures set forth herein shall be implemented in order to ensure an orderly and fair execution of the lien filing and collections process.

4.2 District Manager's Procedures. The District Manager shall be responsible for collecting Fees and Charges imposed by the District against the Property. In the event payment of Fees and Charges is delinquent, the District Manager shall perform the procedures listed below. Any Fees and Charges which have not been paid by the applicable due date are considered delinquent:

a. Fifteen (15) Business days Past Due. A delinquent payment "Reminder Letter" shall be sent to the address of the last known owner of the Property according to the District Manager's records. In the event the above mailing is returned as undeliverable, the District Manager shall send a second copy of the Reminder Letter to: (i) the Property; and (ii) the address of the last known owner of the Property as found in the real property records of the Arapahoe County, Colorado Assessor's office (collectively the "**Property Address**"). Said Reminder Letter shall request prompt payment of amounts due.

b. On the Fifteenth (15) Business day of the Month Following the Scheduled Due Date for Payment. A "Warning Letter" shall be sent to the Property Address requesting prompt payment and warning of further legal action should the Property owner fail to pay the total amount owing. Along with the Warning Letter, a summary of these Policies and Procedures, and a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the District Manager shall also be sent.

c. First (1) Business day of the Month Following the Postmark Date of the Warning Letter. Once the total amount owing on the Property, inclusive of Interest and Costs of Collections as defined below, has exceeded One Hundred Twenty Dollars (\$120.00) and the District Manager has performed its duties outlined in these Policies and Procedures, the District Manager shall refer the Delinquent Account to the District's General Counsel (the "**General Counsel**"). However, if the amount owing on the Delinquent Account is less than One Hundred Twenty Dollars (\$120.00), the District Manager shall continue to monitor the Delinquent Account until the amount owing on such account is One Hundred Twenty Dollars (\$120.00) or greater, at which point the Delinquent Account shall be referred to General Counsel. At the time of such referral, the District Manager shall provide General Counsel with copies of all notices and letters sent and a copy of the most recent ledger for the Delinquent Account.

4.3 General Counsel Procedures. Upon referral of a Delinquent Account from the District Manager, General Counsel shall perform the following:

a. Upon Referral of the Delinquent Account from the District Manager. A "Demand Letter" shall be sent to the Property Address, notifying the Property owner that his/her Property has been referred to General Counsel for further collections enforcement, including the

filing of a lien against the Property. Along with the Demand Letter, a copy of the most recent account ledger reflecting the total amount due and owing the District according to the records of the District Manager shall also be sent.

b. No Earlier Than Thirty (30) Business days from the Date of the Demand Letter. A Notice of Intent to File Lien Statement, along with a copy of the lien to be filed, shall be sent to the Property Address of the Delinquent Account notifying the Property owner that a lien will be filed within thirty (30) days of the Notice of Intent to File Lien Statement postmark date.

c. No Earlier Than Ten (10) Business days from the Postmark Date of the Notice of Intent to File Lien Statement. A lien for the total amount owing as of the date of the lien shall be recorded against the Property with the County Clerk and Recorder's Office; all Fees and Charges, Interest, and Costs of Collection (as defined below) will continue to accrue on the Delinquent Account and will run with the Property until the total amount due and owing the District is paid in full.

ARTICLE 5. COSTS OF COLLECTIONS

“Costs of Collections” are generated by the District Manager and General Counsel's collection efforts. They consist of the following fixed rates and hourly fees and costs:

5.1 Action Fees. The following fixed rate fees shall be charged to a Delinquent Account once the corresponding action has been taken by either the District Manager or General Counsel:

a. Reminder Letter Fee. No charge for the Reminder Letter. This action is performed by the District Manager.

b. Warning Letter Fee. Fifteen Dollars (\$15.00) per Warning Letter sent. This action is performed by the District Manager.

c. Demand Letter Fee. Fifty Dollars (\$50.00) per Demand Letter sent. This action is performed by General Counsel.

d. Notice of Intent to File Lien Fee. One Hundred Fifty Dollars (\$150.00) per Notice of Intent to File Lien Statement sent. This action is performed by General Counsel.

e. Lien Recording Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.

f. Lien Release Fee. One Hundred Fifty Dollars (\$150.00) per each lien recorded on the Property. This action is performed by General Counsel.

5.2 Attorney Hourly Fees and Costs. After a lien has been filed, all hourly fees and costs generated by General Counsel to collect unpaid Fees and Charges shall also be assessed to the Delinquent Account.

5.3 Recovery of Costs of Collections. In accordance with Section 29-1-1102(8), C.R.S., nothing in these Policies and Procedures shall be construed to prohibit the District from recovering all the Costs of Collections whether or not outlined above.

ARTICLE 6.
WAIVER OF INTEREST AND COSTS OF COLLECTIONS

6.1 Waiver of Interest. The District Manager and General Counsel shall each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Interest. Such action shall be permitted if either the District Manager or General Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of the penalties due. Notwithstanding, if the cumulative amount due and owing the District on the Delinquent Account exceeds One Thousand Dollars (\$1,000.00), neither the District Manager nor General Counsel shall have any authority to waive or reduce any portion of the Interest. In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) shall first submit a request for a waiver or reduction, in writing, to the District, and the District shall make the determination in its sole discretion.

6.2 Waiver of Delinquent Penalties and Costs of Collections. Neither the District Manager nor General Counsel shall have the authority to waive any portion of delinquent penalties or Costs of Collections. Should the Property owner desire a waiver of such costs, she/he shall submit a written request to the District, and the District shall make the determination in its sole discretion.

6.3 No Waiver of Future Interest. Any waiver or reduction of Interest or other costs granted pursuant to Sections 6.1 and 6.2 hereof shall not be construed as a waiver or reduction of future Interest, or as the promise to waive or reduce future Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision making power of the District, District Manager, or General Counsel, whether related to the Property in question or other properties within the District.

ARTICLE 7.
OPPORTUNITY TO BE HEARD

7.1 Opportunity to be Heard. Individuals who receive any notice or demand pursuant to these Policies and Procedures may request a hearing in accordance with the procedures set forth herein, or in the alternative, may elect to follow the Alternative Dispute Resolution procedures set forth in the Covenants.

7.2 Hearing Process. The hearing and appeal procedures established by this Article shall apply to all complaints concerning the interpretation, application, or enforcement of the Covenants, as each now exists or may hereafter be amended.

a. Complaint. Complaints concerning the interpretation, application, or enforcement of the Covenants must be presented in writing to the District Manager, or such representative as he or she may designate. Upon receipt of a complaint, the District Manager or designated representative, after a full and complete review of the allegations contained in the complaint, shall take such action and/or make such determination as may be warranted and shall notify the complainant of the action or determination by mail within fifteen (15) business days

after receipt of the complaint. Decisions of the District Manager which impact the District financially will not be binding upon the District unless approved by the Board of Directors of the District at a special or regular meeting of the District.

b. Hearing. In the event the decision of the District Manager or his representative is unsatisfactory to the complainant, the complainant may submit to the District a written request for formal hearing before a hearing officer (“**Hearing Officer**”), which may be a member of the Board of Directors or such other Person as may be appointed by the Board of Directors. Such request for a formal hearing must be submitted within twenty (20) business days from the date written notice of the decision of the District Manager or designated representative was mailed.

Upon receipt of the request, if it be timely and if any and all other prerequisites prescribed by these Policies and Procedures have been met, the Hearing Officer shall conduct a hearing at the District’s convenience but in any event not later than fifteen (15) business days after the submission of the request for formal hearing. The formal hearing shall be conducted in accordance with and subject to all pertinent provisions of these Policies and Procedures. Decisions of the Hearing Officer which impact the District financially will not be binding upon the District unless approved by the Board of Directors at a special or regular meeting of the District.

c. Rules. At the hearing, the Hearing Officer shall preside and the hearing shall be recorded. The complainant and representatives of the District shall be permitted to appear in person, and the complainant may be represented by any Person (including legal counsel) of his or her choice.

The complainant or his or her representative and the District representatives shall have the right to present evidence and arguments; the right to confront and cross-examine any Person; and the right to oppose any testimony or statement that may be relied upon in support of or in opposition to the matter complained of. The Hearing Officer may receive and consider any evidence which has probative value commonly accepted by reasonable and prudent Persons in the conduct of their affairs.

The Hearing Officer shall determine whether clear and convincing grounds exist to alter, amend, defer, or cancel the interpretation, application, and/or enforcement of the Policies and Procedures that are the subject of the complaint. The Hearing Officer’s decision shall be based upon evidence presented at the hearing. The burden of showing that the required grounds exist to alter, amend, defer, or cancel the action shall be upon the complainant.

d. Findings. Subsequent to the formal hearing, the Hearing Officer shall make written findings and an order disposing of the matter and shall mail a copy thereto to the complainant not later than fifteen (15) business days after the date of the formal hearing.

e. Appeals. In the event the complainant disagrees with the findings and order of the Hearing Officer, the complainant may, within fifteen (15) business days from the date such findings and order were mailed, file with the District a written request for an appeal thereof to the Board of Directors. The request for an appeal shall set forth with specificity the facts or exhibits presented at the formal hearing upon which the complainant relied and shall

contain a brief statement of the complainant's reasons for the appeal. The District shall compile a written record of the appeal consisting of (1) a transcript of the recorded proceedings at the formal hearing, (2) all exhibits or other physical evidence offered and reviewed at the formal hearing, and (3) a copy of the written findings and order. The District shall consider the complainant's written request and the written record on appeal at its next regularly scheduled meeting held not earlier than ten (10) days after the filing of the complainant's request for appeal. The District's consideration of the appeal shall be limited exclusively to a review of the record on appeal and the complainant's written request for appeal. No further evidence shall be presented by any Person or party to the appeal, and there shall be no right to a hearing de novo before the Board of Directors.

f. District Board of Directors Findings. The Board of Directors shall make written findings and an order concerning the disposition of the appeal presented to it and shall cause notice of the decision to be mailed to the complainant within thirty (30) days after the Board of Directors' meeting at which the appeal was considered. The Board of Directors will not reverse the decision of the Hearing Officer unless it appears that such decision was contrary to the manifest weight of the evidence made available at the formal hearing.

g. Notices. A complainant shall be given notice of any hearing before the District Manager, the hearing officer, or before the Board of Directors, by certified mail at last seven (7) business days prior to the date of the hearing, unless the complainant requests or agrees to a hearing in less time. When a complainant is represented by an attorney, notice of any action, finding, determination, decision, or order affecting the complainant shall also be served upon the attorney.

h. Costs. All costs of the formal hearing and appeal processes shall be paid by the complainant, including, but not limited to, certified mailing, transcription of the recorded proceedings, and General Counsel fees.

ARTICLE 8. PAYMENT PLANS

8.1 Payment Plans. Neither the District Manager nor General Counsel shall have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Property owner desire to enter into a payment plan with the District, such owner shall first submit a written request to the District and the District shall make the determination in its sole discretion.

ARTICLE 9. RATIFICATION OF PAST ACTIONS

9.1 Ratification of Past Actions. All waivers and payment plans heretofore undertaken by the District Manager or General Counsel that would otherwise have been authorized by these Policies and Procedures are hereby affirmed, ratified, and made effective as of the date said actions occurred.

ARTICLE 10.
ADDITIONAL ACTIONS

10.1 Additional Actions. The District directs and authorizes its officers, staff and consultants to take such additional actions and execute such additional documents as are necessary to give full effect to the intention of these Policies and Procedures.

ARTICLE 11.
COLORADO AND FEDERAL FAIR DEBT COLLECTIONS ACTS

11.1 Acts Not Applicable. Protective covenant enforcement as described herein is not a consumer transaction and, therefore, is not subject to the Colorado Fair Debt Collection Practices Act or the Federal Fair Debt Collections Practices Act.

ARTICLE 12.
SEVERABILITY

12.1 Severability. If any term or provision of these Policies and Procedures is found to be invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such invalid or unenforceable term or provision shall not affect the validity of these Policies and Procedures as a whole but shall be severed herefrom, leaving the remaining terms or provisions in full force and effect.

ARTICLE 13.
SAVINGS PROVISION

13.1 Savings Provision. The failure to comply with the procedures set forth herein shall not affect the status of the Fees and Charges as a perpetual lien subject to foreclosure in accordance with law. Failure by the District Manager, General Counsel, or other authorized representative to take any action in accordance with the requirements as specifically provided herein shall not invalidate subsequent efforts to collect the Fees and Charges.



Date: November 4, 2018

To: Board of Directors

Bellevue Place Metropolitan District
c/o Lisa Johnson
Special District Management Services
141 Union Blvd, Ste 150
Lakewood, CO 80228

From: Schedio Group LLC

Timothy A. McCarthy, P.E., Owner
808 9th Street
Greeley, CO 80631

Subject: Proposal for Independent Professional Engineer's Report and Cost Verification Services

Dear Board of Directors,

Schedio Group LLC (Schedio Group) is pleased to present this proposal to Bellevue Place Metropolitan District (District) for Independent Professional Engineering Services as they pertain to the review and verification of costs associated with the design and construction of Public Improvements.

Schedio Group understands that the project is generally located north of East Bellevue Drive, south of East Bellevue Avenue, east of East Bellevue Drive and west of South Fairplay Street. The District's service area consists of 7.4 acres +/- within the City and County of Aurora, Colorado. The estimated cost associated with the design and construction of Public Improvements is \$1,500,000.

After reviewing the Service Plan, in conjunction with aerial imagery of the project location, Schedio Group is making the following assumptions in preparing this proposal:

1. The District will have a need, once construction is completed, for the review and verification of soft, indirect and hard costs incurred associated with design and construction of Public Improvements.
2. All construction documentation associated with the Task 1 (see below) will be provided to Schedio Group prior to commencing work.

This proposal will therefore consist of one primary task:

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

Timothy A. McCarthy is the owner of Schedio Group with offices in both Wheat Ridge and Greeley, Colorado. Mr. McCarthy has been an Independent Professional Cost Verification Engineer serving Colorado Metropolitan Districts since 2007 and has certified over \$300M in reimbursable costs to date.

Please see EXHIBIT A SCOPE OF SERVICES, EXHIBIT B COMPENSATION and SIGNATURE PAGE below.



Thank you for considering Schedio Group LLC.

Respectfully

A handwritten signature in black ink, appearing to read 'Timothy A. McCarthy', written over a horizontal line.

Timothy A. McCarthy, P.E. / Owner Schedio Group LLC

EXHIBT A
SCOPE OF SERVICES

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

This task includes the review and verification, to a degree deemed appropriate by Schedio Group, of soft, indirect and hard costs incurred to date associated with design and construction of Public Improvements. Schedio Group will prepare a professional Engineer's Report and Verification Letter which will include, as a minimum, the following sections:

- Title Page
- Table of Contents
- Summary of Findings
- Methodology and Findings
 - o Verification of Quantities
 - o Verification of Costs
 - o Verification of Payments
 - o Verification of Construction
- Special Circumstances
- Documents Reviewed
- Engineer's Verification Letter

Deliverables:

1 Draft Engineer's Report and Verification Letter for Review and Comments

1 Final Engineer's Report and Verification Letter
(signed and sealed by Professional Engineer # 0044349)

TASK 2 - ON CALL SERVICES

On Call Services will be performed as directed by the District.



EXHIBT B
COMPENSATION

TASK 1 - INDEPENDENT PROFESSIONAL ENGINEER'S REVIEW AND VERIFICATION OF COSTS INCURRED ASSOCIATED WITH PUBLIC IMPROVEMENTS

Time & Materials This task will be billed on a Time & Materials basis in accordance with the applicable Charge Rates Schedule. Please see the attached 2019 Charge Rates Schedule for reference.

Estimated Fee: \$4,000 – \$5,000

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. Please see the attached 2019 Charge Rates Schedule for reference.



SIGNATURE PAGE

This proposal is valid for 60 days from the date of its preparation. If this proposal is acceptable to the District, please execute below and return one copy (either PDF or Hard Copy) to Schedio Group LLC.

Schedio Group LLC
Timothy A. McCarthy
Manager

Date

Belleview Place Metropolitan District
President of the District

Date



2019 CHARGE RATES SCHEDULE

Hourly Rates

Professional Engineer	\$ 150.00
Staff Engineer	\$ 120.00
Administrative	\$ 95.00
Expert Witness	\$ 275.00 (Preparation)
	\$ 350.00 (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%

Revised November 1, 2018

November 23, 2018

Belleview Place Metropolitan District
c/o McGeady Becher, P.C.
450 E. 17th Avenue, Suite 400
Denver, Colorado 80203

ENGINEER'S PROPOSAL FOR REVIEW AND CERTIFICATION OF IMPROVEMENT EXPENDITURES FOR BELLEVIEW PLACE METROPOLITAN DISTRICT.

INTRODUCTION

Independent District Engineering Services, LLC (IDES) is pleased to respond to your request to provide Metropolitan District Engineering Services for Cost Certification of expenditures for the Belleview Place Metropolitan District (District).

SCOPE OF SERVICES

Task 1.0 Initial Cost Certification - IDES will review the documentation provided by the District to determine the scope of District eligible improvements and the claimed cost for the initial improvements. This proposal assumes the following documentation is available and will be provided by the District:

- Service Plan
- Project Plans
- Plat or Exhibit showing District Tract Ownership and Easements
- ACAD Base Files for Exhibit Development (IDES can coordinate with DOR for this info)
- Other Legal Documents entered into or impacting reimbursements or eligibility of improvements
- Accountant Spreadsheets and other accounting tracking information
- Invoices and evidence of payments
- Any additional documentation of services provided and or fees paid that the Client believes would be a District eligible cost.
- Developer / District Reimbursement or Funding Agreements
- Developer / District Infrastructure Acquisition Agreements
- Other as may be requested or needed
- Contact for District Representative
- Contact for Developer Representative

Based on the information provided, IDES will prepare a cost certification of District eligible improvements and expenditures. Invoices will be reviewed for reasonableness and District eligibility. This information will be used to prepare an Engineer's Report for Cost Certification and Bonding. The report will be prepared and signed by a Professional Engineer and will contain all necessary information to satisfy the requirements of the District Service Plan.

IDES will perform one site visit and participate in meetings and conference calls as needed to complete this report. It is assumed that this initial report will cover all the invoices to date prior to the bond issuance in 2019. It is assumed there will be no more than 100 invoices to be reviewed for the Initial Cost Certification

Task 2.0 Follow Up Cost Certification – It is assumed that the initial cost certification report will not cover all the invoices as construction will be on-going. It is anticipated that one additional report will be required to capture all the expenditures. It is assumed this report will be done in 2020, but could be done sooner if desired.

Task 3.0 Useful Life Analysis – Often Bond Counsel will require a Useful Life Analysis. If this is required, IDES will add this to the Cost Certifications. This will include calculations to determine the useful life of the improvements. It is assumed that this will be known before starting the cost certification and the calculations will be done along with the cost certification calculations so that a second review of the invoices will not be necessary. It is assumed a Useful Life Analysis will be done for each Cost Certification. If it is determined that this task is not necessary, it can be left out of the Agreement. If it is determined to be necessary after the cost certification is complete, the fee for this task will be slightly more.

Task 4.0 Infrastructure Acquisition Report – The Cost Certification is only one part of the overall requirements for Infrastructure Acquisition. IDES will help gather the information necessary for Infrastructure Acquisition, perform up to 3 site visits, create the report and recommend Infrastructure Acquisition to the District. It is assumed this will only be done once. If it is determined that this task is not necessary, it can be left out of the Agreement.

Additional Services – Additional Services that are not included in this proposal, but can be provided under a separate proposal if desired are Prequalification, Bidding and Award Services, Constructability Reviews, Project Cost Estimating, Project Scheduling, Construction Observation, Construction Administration and Coordination, Project Administration, District Compliance, Program Management, Consultant Contract Administration, and Evaluation of Existing Infrastructure.

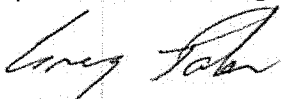
FEE

IDES proposes to perform Services on a Time and Material Basis in accordance with the Charge Rate Schedule attached. A firm estimate of the Services can not be provided at this time as cost can vary depending on the number and organization of invoices and pay applications. Based on our experience, a not to exceed amount as outlined below should allocate the funds required for the tasks. Excess funds may be used for future Reporting services. Services will be initiated when directed by the Board.

Task 1.0 Initial Cost Certification	\$10,300
Task 2.0 Follow Up Cost Certification	\$8,800
Task 3.0 Useful Life Analysis	\$5,000
Task 4.0 Infrastructure Acquisition Report	\$8,000
Total Tasks 1.0 and 2.0 Only	\$19,100
Total Tasks 1.0 – 3.0	\$24,100
Total All Tasks	\$32,100

If you have any questions please feel free to contact me at 303-697-6960.

Respectfully Submitted,
Independent District Engineering Services, LLC



Greg Toler
Member Manager

INDEPENDENT DISTRICT ENGINEERING SERVICES, LLC

2019 CHARGE RATE SCHEDULE

Services will be provided on a Labor Time and Expenses basis as provided below. The following Charge Rate Schedule shall remain in effect until December 31, 2019.

Billing Rates:

The following Billing Rates shall apply for the Task Order:

District Engineer	\$ 150.00 per hour
Professional Engineer (Office/Field)	\$ 140.00 per hour
Technical Specialist (SWMP)	\$ 120.00 per hour
Contracts Administrative Specialist	\$ 100.00 per hour
Assistant Engineer/Field Tech	\$ 85.00 per hour
Project Administrator	\$ 70.00 per hour

Reimbursable Expenses

Copies b/w up to 11 x 14	\$0.05
Copies color up to 11 x 14	\$0.10
Copies b/w 11 x 17	\$0.25
Copies color 11 x 17	\$0.25
Mileage	IRS Rate + 10%
Plan Copies, outside copies, other items	at cost + 10%

All printing rates are low volume.



December 6, 2018

Attn: Ms. Lisa Johnson
Bellevue Place Metropolitan District
c/o: Special District Management Services, Inc.
140 Union Boulevard, Suite #150
Lakewood, CO 80228

**RE: PROPOSAL FOR DISTRICT ENGINEERING AND COST CERTIFICATION SERVICES
BELLEVUE PLACE METROPOLITAN DISTRICT
AURORA, COLORADO**

Dear Ms. Johnson:

Ranger Engineering, LLC ("Ranger") is excited for the opportunity to submit a proposal to provide Bellevue Place Metropolitan District ("District") with District Engineering and Cost Certification Services related to the Public Improvements. Ranger plans to review costs spent to date associated with Public Improvements and determine eligible District expenses.

Any estimated fees assume that documentation necessary to complete the current cost certification will be provided at the onset of the review process. If incomplete documentation is provided, or additional documentation is provided after the review process, additional fees may be incurred by the District. Documents to be provided include, but are not limited to:

- Executed Contracts and Bid Tabs
- Approved Construction Drawings
- Acceptable Proof of Payment (Cancelled checks and bank statements or lien waivers)
- Invoices and/or Pay Applications
- Approved changes or amendments to contract documents
- Copies of any agreements that will impact District funding

Within this proposal are the following:

- Exhibit A - Scope of Work
- Exhibit B - Compensation
- Signature Page
- General Conditions
- Exhibit C – Hourly Rate Schedule

EXHIBIT A

SCOPE OF WORK

I. ENGINEER'S REPORT AND CERTIFICATION OF DISTRICT ELIGIBLE COSTS

1. Receive and review documentation (i.e. plans, contracts, agreements, invoices, pay applications, proofs of payment, etc.) of District costs to date.
2. Determine District eligible costs and verify as reasonable and paid.
3. Perform a site visit (photographs of constructed improvements will be taken for the District's record) if construction has started, to verify reasonableness of percentages complete as indicated by the contractor pay applications.
4. Categorize all District eligible costs according to the Service Plan categories, or as otherwise directed by the District.
5. Track all costs to date and maintain master list of costs.
6. Meet with or call the District as necessary to provide updates and receive answers to questions that may arise.
7. Prepare and deliver an Engineer's Report and Certification, as a single PDF document, to the District.

EXHIBIT B**COMPENSATION****I. ENGINEER'S REPORT AND CERTIFICATION COST: Time and Materials**

Reimbursable expenses shall mean one hundred fifteen percent (115%) of all costs incurred by Ranger relative to the Project, including without limitation all approved outside consultants' fees, reproduction costs, messenger or special mail service, mileage and other Project-related expenses.

"Exhibit C", provided within, identifies Ranger's hourly rate schedule.

The terms of the attached "General Terms & Conditions", which Client hereby acknowledges receiving, are incorporated and made a part of this Proposal. The T&M fees for all services to be completed that are not authorized to begin by December 31, 2019 are subject to a 5 percent increase per annum. If the above is acceptable, please have this Proposal executed. We will begin work as soon as we receive an executed copy of this Proposal. This Proposal will be null and void if not accepted by 90 days from the date of this proposal.

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

Best Regards,

Ranger Engineering, LLC



Collin Koranda, PE

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

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

**ACCEPTED: BELLEVIEW PLACE
METROPOLITAN DISTRICT**

By: _____
(Authorized Representative)

(Printed Name)

TITLE: _____

DATE: _____

Invoices will be sent to the Client via email.
Invoices should be forwarded to:

Name: _____

Email: _____

Phone: _____

GENERAL TERMS AND CONDITIONS

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

To the fullest extent permitted by law, Ranger shall waive any right of contribution and shall indemnify and hold harmless the Client, its agents, employees and consultants from and against all claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from or in connection with the performance of the work which results from Ranger’s negligence or the negligence of Ranger’s agents. This indemnity shall not require Ranger to indemnify the Client for the negligent acts of the Client or its agents.
12. **RANGER’S INSURANCE COVERAGE** – Before work is commenced on the site, and throughout the duration of the project, Ranger shall maintain the following insurance coverage so as to indemnify Client from all claims of bodily injury or property damage that may occur from Ranger’s negligence:
 - a. Workmen’s compensation and occupational disease insurance covering all employees in statutory limits who perform any obligations assumed under Contract.
 - b. Public liability and property damage liability insurance covering all operations under contract; the limits for bodily injury or death not less than \$1,000,000 for each accident; for property damage, not less than \$500,000 for each accident.

- c. Automobile liability insurance on all self-propelled vehicles used in connection with the Project, whether owned, non-owned or hired; public liability limits of not less than \$1,000,000 for each accident.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



EXHIBIT C

ADDITIONAL SERVICES

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

SCHEDULE OF TIME AND MATERIAL RATES FOR 2018

<u>CATEGORY</u>	<u>CURRENT HOURLY RATES</u>
Professional Engineer	\$150.00
Expert Testimony & Depositions	\$250.00
	<u>REIMBURSABLES</u>
Mileage	\$0.55/mile
Reimbursable Expenses	Cost + 15%