

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

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

NOTICE OF A REGULAR MEETING AND AGENDA

<u>Board of Directors:</u>	<u>Office:</u>	<u>Term/Expiration:</u>
Michael Tamblyn	President/Treasurer	2025/May 2025
VACANT		2023/May 2023
VACANT		2023/May 2023
VACANT		2025/May 2023
VACANT		2025/May 2023
Ann E. Finn	Secretary	

DATE: April 5, 2023

TIME: 4:00 p.m.

LOCATION: This meeting will be held via Zoom without any individuals (neither District representatives nor the general public) attending in person. The meeting can be joined through the directions below:

Join Zoom Meeting
<https://us02web.zoom.us/j/87490742020?pwd=S0s5Yjh6K3M3azRUUTNVR01Ba1p1QT09>
Meeting ID: 874 9074 2020
Passcode: 599857
Dial In: 1-719-359-4580
One tap mobile
+17193594580,,87490742020#,,,,*599857# US

I. ADMINISTRATIVE MATTERS

A. Present Disclosures of Potential Conflicts of Interest.

B. Confirm quorum; Approve agenda; Confirm location of meeting and posting of meeting notices. Designate 24-hour posting location.

C. Discuss results of cancelled May 2, 2023 Regular Directors' Election (enclosure).

D. **CONSENT AGENDA** – These items are considered to be routine and will be approved and/or ratified by one motion. There will be no separate discussion of these items unless a Board member so requests; in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda.

- Approve Minutes of the December 7, 2022 Regular Meeting (enclosure).
- Ratify approval of payment of claims for the period beginning December 1, 2022 through February 28, 2023 totaling \$648,427.31 (enclosure).

- Ratify approval of Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc. (to be distributed).
 - Ratify approval of Change Order No. 1 to the Service Agreement for Property Maintenance for Park on Peregrine between the District and Vargas Property Services, Inc. (to be distributed).
 - Ratify approval of Service Agreement for Snow Removal Services between the District and Snow Pros, Inc., d/b/a Site Source CAM (to be distributed).
 - Ratify approval of Service Agreement for Site Lighting Services between the District and Colorado Lighting, Inc (to be distributed).
 - Ratify approval of Service Agreement for Water Feature Maintenance Services between the District and Pinnacle Landscape & Xeriscape Incorporated (to be distributed).
 - Ratify approval Service Agreement for Detention Pond Maintenance between the District and Snow Pros, Inc., d/b/a Site Source CAM (to be distributed).
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II. PUBLIC COMMENTS

- A. Members of the public may express their views to the Board on matters that affect the District. Comments will be limited to three (3) minutes.
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III. FINANCIAL MATTERS

- A. Review and consider approval of 2022 Audit (to be distributed) and authorize execution of Representations Letter.
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IV. LEGAL MATTERS

- A. Review and consider adoption of Resolution No. 2023-04-____, Resolution Adopting Rules and Regulations for Construction Activity (enclosure).
-

- B. Ratify actions taken in response to offer from Civitas as parent company of Extraction Oil & Gas, Inc. (“Operator”) regarding unleased mineral acres owned by the District.
-

- C. Discuss potential formation of new Prairie Center districts. Authorize any necessary actions in connection therewith.
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- D. Review and consider approval of Master Service Agreement for District Engineering Services between the District and Independent District Engineering Services, LLC (to be distributed).
-

V. CAPITAL IMPROVEMENTS

- A. Discuss status of the Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three (“Projects”).
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- B. Discuss status of the Prairie Center Village V Park – Phase 2 Project.
-

- B. Discuss status of the Interim Lutz Stormwater Detention Ponds Improvement Project.
-

- C. Discuss the status of the Subgrade Investigation and Pavement Design – Retail 2 Project.
-

- D. Discuss allocation of costs for Retail 2 Roads.
-

VI. OPERATIONS

- A. Review and authorize execution of Construction Activity Permit (enclosure).
-

VII. OTHER MATTERS

- A. _____

VIII. ADJOURNMENT **THE NEXT REGULAR MEETING IS SCHEDULED FOR
AUGUST 2, 2023.**

**CANCELLATION OF ELECTION AND
DECLARATION DEEMING CANDIDATES
ELECTED FOR
PRAIRIE CENTER METROPOLITAN
DISTRICT NOS. 1, 2, 3, 4, 6, 8 & 10**

The Designated Election Official of the Prairie Center Metropolitan District Nos. 1, 2, 3, 4, 6, 8 & 10 has been duly authorized by the Board of Directors to cancel and declare candidates elected if, at the close of business on the sixty-third (63rd) day before the election, there are not more candidates than offices to be filled at the election to be conducted on May 2, 2023; and

As of the close of business on March 1, 2023, there were not more candidates for Director than offices to be filled, including candidates filing affidavits of intent to be write-in candidates.

Pursuant to Section 1-13.5-513(1), C.R.S., the Designated Election Official hereby cancels the regular election to be conducted on May 2, 2023.

THE ELECTION IS CANCELLED AND THE FOLLOWING CANDIDATES ARE DECLARED ELECTED FOR THE FOLLOWING TERMS:

Vacant, 2-Year Term
Vacant, 2-Year Term
Vacant, 4-Year Term
Vacant, 4-Year Term

DATED this 1st day of March, 2023.

/s/ Ann Finn

Designated Election Official

Contact Person for District:

Ann Finn

Telephone Number of District:

303-987-0835

Address of District:

141 Union Boulevard, Suite 150

Lakewood, Colorado 80228

**CANCELACIÓN DE ELECCIONES Y
DECLARACIÓN DE CONSIDERACIÓN DE LOS
CANDIDATOS ELEGIDOS PARA
PRAIRIE CENTER METROPOLITAN
DISTRICT NOS. 1, 2, 3, 4, 6, 8 & 10**

POR ESTE MEDIO SE DA AVISO por parte del Prairie Center Metropolitan District Nos. 1, 2, 3, 4, 6, 8 & 10, Adams County, Colorado, que al cierre de operaciones del día sesenta y tres (63) antes de la elección no había más candidatos para Director que cargos por cubrir, incluidos candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito; por lo tanto, se cancela la elección a celebrarse el 2 de mayo de 2023.

Al cierre de operaciones del 1 de marzo de 2023, no había más candidatos para Director que cargos por cubrir, incluidos los candidatos que presentaron declaraciones juradas de intención de ser candidatos por escrito.

De conformidad con la Sección 1-13.5-513(1), C.R.S., el Oficial Electoral Designado cancela por la presente la elección regular que se llevará a cabo el 2 de mayo de 2023.

SE ANULA LA ELECCIÓN Y SE DECLARAN ELEGIDOS LOS SIGUIENTES CANDIDATOS PARA LOS SIGUIENTES TÉRMINOS:

Vacante, Término de dos años
Vacante, Término de dos años
Vacante, Término de cuatro años
Vacante, Término de cuatro años

FECHADO este 1st día de marzo de 2023.

/s/ Ann Finn

Oficial Electoral Designado

Número de teléfono del distrito:

303-987-0835

Dirección del Distrito:

141 Union Boulevard, Suite 150

Lakewood, Colorado 80228

RECORD OF PROCEEDINGS

**MINUTES OF A REGULAR MEETING OF
THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER
METROPOLITAN DISTRICT NO. 3 (the “District”)
HELD
DECEMBER 7, 2022**

A regular meeting of the Board of Directors of the Prairie Center Metropolitan District No. 3 (referred to hereafter as “Board”) was convened on Wednesday, the 7th day of December, 2022 at 4:00 P.M. This District Board meeting was held and properly noticed to be held via Zoom video/telephone conference. The meeting was open to the public.

ATTENDANCE

Directors In Attendance Were:

Michael Tamblyn

Also In Attendance Were:

Ann E. Finn; Special District Management Services, Inc.

Kathy Kanda, Esq.; McGeady Becher P.C.

Thuy Dam; CliftonLarsonAllen LLP

DISCLOSURE OF POTENTIAL CONFLICTS OF INTEREST

Disclosures of Potential Conflicts of Interest: The Board discussed the requirements pursuant to the Colorado Revised Statutes to disclose any potential conflicts of interest or potential breaches of fiduciary duty to the Board and to the Secretary of State. Attorney Kanda requested members of the Board disclose any potential conflicts of interest with regard to any matters scheduled for discussion at this meeting, and incorporated for the record those applicable disclosures made by the Board members prior to this meeting in accordance with the statute. It was further noted by Attorney Kanda that all Directors’ Disclosure Statements have been filed and no additional conflicts were disclosed.

ADMINISTRATIVE MATTERS

Quorum / Meeting Location / Posting of Meeting Notices: Attorney Kanda noted that a quorum was present. The Board entered into a discussion regarding the requirements of Section 32-1-903(1), C.R.S., concerning the location of the District’s board meeting. The Board determined that the meeting would be held via Zoom video/telephone conference without any individuals (neither District Representatives nor the General Public) attending in person. Ms. Finn reported that notice was duly posted and that no objections to the video/telephonic manner of the meeting or any requests that the video/telephonic manner of the meeting be

RECORD OF PROCEEDINGS

changed have been received from any taxpaying electors within the District boundaries.

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

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

Resignation of Mark Waggoner: The Board discussed the resignation of Mark Waggoner from the Board of Directors.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board acknowledged the resignation of Mark Waggoner from the Board of Directors, effective August 4, 2022.

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

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the following slate of officers were appointed:

President/Treasurer	Michael Tamblyn
Secretary	Ann E. Finn

Consent Agenda: The Board considered the following actions:

- Approve Minutes of the August 3, 2022 Regular Meeting.
- Ratify approval of payment of claims for the period beginning August 1, 2022 through November 31, 2022 totaling \$261,366.42.
- Ratify approval of Drainage and Access Easement Agreement (Lutz Parcel) between the District and Prairie Center Development, L.L.C.
- Ratify Work Order No. 2 to Master Agreement for Engineering Services between the District and Redland Consulting Group, Inc. for Village V Park – Phase 2 Administrative Plat.
- Ratify Work Order No. 3 to Master Agreement for Engineering Services between the District and Redland Consulting Group, Inc. for Construction Management for Village V Park – Phase 2.
- Ratify Work Order No. 4 to Master Agreement for Engineering Services between the District and Redland Consulting Group, Inc. for Village V Park – Phase 2 Design.

RECORD OF PROCEEDINGS

- Ratify Work Order No. 5 to Master Agreement for Engineering Services between the District and Redland Consulting Group, Inc. for Prairie Center Retail 2.
- Ratify Change Order No. 1 to Service Agreement for Final Engineering and Construction Plans between the District and JR Engineering, L.L.C., for Interim Reservoir Storm Drainage Reconfiguration.
- Ratify Service Agreement for Water Engineering between the District and Ecological Resource Consultants, Inc.
- Authorize District Manager to post transparency notice on the District Website and SDA Website pursuant to Section 32-1-809, C.R.S.

Following review, upon motion duly made by Director Tamblyn, and, upon vote, unanimously carried, the Board approved and/or ratified approval of, as appropriate, the above actions.

Resolution No. 2022-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices:

The Board reviewed Resolution No. 2022-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

The Board determined to meet on April 5, August 2, and December 6, 2023 at 4:00 p.m., via Zoom video/telephone conference.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-12-01; Resolution Establishing Regular Meeting Dates, Time and Location, and Designating Location for Posting of 24-Hour Notices.

PUBLIC COMMENT

There was no public comment.

FINANCIAL MATTERS

2022 Audit: The Board reviewed the proposal from Wipfli LLP to perform the 2022 Audit.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the engagement of Wipfli LLP to perform the 2022 Audit, for the amount of \$5,600.

2022 Budget Amendment Hearing: The President opened the public hearing to consider amendment of the 2022 Budget and discuss related issues.

RECORD OF PROCEEDINGS

It was noted that publication of Notice stating that the Board would consider amendment of the 2022 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing. No public comments were received, and the public hearing was closed.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-12-02 to Amend the 2022 Budget. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

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

It was noted that publication of Notice stating that the Board would consider adoption of the 2023 Budget and the date, time and place of the public hearing was made in a newspaper having general circulation within the District. No written objections were received prior to this public hearing.

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

Ms. Dam reviewed with the Board the estimated 2022 expenditures and the proposed 2023 expenditures. It was noted that the District will not impose a mill levy.

Following discussion, the Board considered the adoption of Resolution No. 2022-12-03 to Adopt the 2023 Budget and Appropriate Sums of Money. Upon motion duly made by Director Tamblyn, and, upon vote, unanimously carried, Resolution No. 2022-12-03 was adopted, as discussed, and execution of the Certification of Budget and Certification of Mill Levies (zero mill levy) was authorized, subject to receipt of final Certification of Assessed Valuation from the County on or before December 10, 2022. The District Accountant was directed to transmit the Certification of Mill Levies (zero mill levy) to the Board of County Commissioners of Adams County not later than December 15, 2022. The District Accountant was also directed to transmit the Certification of Budget to the Division of Local Government not later than January 30, 2023. A copy of the adopted Resolution is attached to these Minutes and incorporated herein by this reference.

RECORD OF PROCEEDINGS

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

CliftonLarsonAllen LLP 2023 Statements of Work: The Board reviewed the CliftonLarsonAllen LLP 2023 Statements of Work for District accounting and Public Improvement Fee accounting services.

Following discussion, upon motion duly made by Director Tamblyn and upon vote, unanimously carried, the Board acknowledged and consented to the terms of the CliftonLarsonAllen LLP 2023 Statements of Work for District accounting and Public Improvement Fee accounting services.

2024 Budget Preparation: The Board discussed the preparation of the 2024 Budget.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board appointed the District Accountant to prepare the 2024 Budget. The Board determined to hold the public hearing to consider adoption of the 2024 Budget on Wednesday, December 6, 2023, at 4:00 p.m., via Zoom video/telephone conference.

LEGAL MATTERS

Potential formation of new Prairie Center Districts: The Board entered into discussion regarding the potential formation of new Prairie Center Districts. No action was taken by the Board.

May 2, 2023 Regular Directors’ Election (“Election”): The Board discussed the Election.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board adopted Resolution No. 2022-12-04; Resolution Calling a Regular Election for Directors on May 2, 2023, appointing Ann Finn as Designated Election Official (“DEO”) and authorizing the DEO to perform all tasks required for the conduct of a mail ballot election. A copy of the adopted Resolution is attached hereto and incorporated herein by this reference.

RECORD OF PROCEEDINGS

Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3:

The Board reviewed the Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Operations Financing Intergovernmental Agreement between Prairie Center Metropolitan District No. 1 and Prairie Center Metropolitan District No. 3.

CAPITAL IMPROVEMENTS

Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three:

The Board discussed the status of the Public Road Extension Projects for Prairie Center Retail Two and Prairie Center Retail Three (“Projects”). Director Tamblyn reported the design work is underway for Retail Two, and that Retail Three needs to be replatted.

Prairie Center Village V Park – Phase 2 Project: The Board discussed the status of the Prairie Center Village V Park – Phase 2 Project. Director Tamblyn noted the design work has been completed.

Interim Lutz Stormwater Detention Ponds Improvements Project: The Board reviewed the recommendation of the Construction Committee to award the contract for the Interim Lutz Stormwater Detention Ponds Improvements Project (a/k/a Prairie Center Regional Detention Ponds and Regional Outfall Project) to Hudick Excavating, Inc. (dba HEI Civil).

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board accepted the recommendation of the Construction Committee to award the contract for the Interim Lutz Stormwater Detention Ponds Improvements Project (a/k/a Prairie Center Regional Detention Ponds and Regional Outfall Project) to Hudick Excavating, Inc. (dba HEI Civil), for the amount of \$632,552.00. The Board ratified approval of award of contract, issuance of Notice of Award and Notice to Proceed, and execution of Construction Agreement.

Proposal from CTL/Thompson, Inc. for Subgrade Investigation and Pavement Design: The Board reviewed the proposal from CTL/Thompson, Inc. for Subgrade Investigation and Pavement Design – Retail 2 Project.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the proposal from CTL/Thompson, Inc. for Subgrade Investigation and Pavement Design – Retail 2 Project, for the amount of \$3,000.00, and authorized Director Tamblyn to finalize and execute the Service Agreement, after receiving comments on same from District Counsel.

Allocation of costs for Retail 2 District Roads Project: The Board discussed the allocation of costs for the Retail 2 District Roads Project as between public and private. Director Tamblyn noted Redland Consulting Group Inc. (“Redland”) will prepare an estimated allocation of costs report for Independent District Engineering Services (“IDES”) to review and verify costs and prepare a certified cost allocation report.

Following discussion, upon motion duly made by Director Tamblyn, seconded by Director Tamblyn and, upon vote, unanimously carried, the Board authorized the Construction Committee to engage IDES to prepare a certified cost allocation report.

OPERATIONS

Service Agreement for 2023 Snow Removal Services: The Board discussed the Service Agreement for Snow Removal Services between the District and Snow Pros, Inc., d/b/a Site Source CAM.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Service Agreement for Snow Removal Services between the District and Snow Pros, Inc., d/b/a Site Source CAM, pending final review by Director Tamblyn.

Service Agreement for Site Lighting Services: The Board discussed the Service Agreement for Site Lighting Services between the District and Colorado Lighting, Inc.

Following discussion, upon motion duly made by Director Tamblyn, and, upon vote, unanimously carried, the Board approved the Service Agreement for Site Lighting Services between the District and Colorado Lighting, Inc., pending final review by Director Tamblyn.

Service Agreement for Landscape Maintenance Services: The Board discussed the Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc.

RECORD OF PROCEEDINGS

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Service Agreement for Landscape Maintenance Services between the District and Vargas Property Services, Inc., pending final review by Director Tamblyn.

Change Order No. 1 to Service Agreement for Property Maintenance for Park on Peregrine: The Board discussed Change Order No. 1 to the Service Agreement for Property Maintenance for Park on Peregrine between the District and Vargas Property Services, Inc.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved Change Order No. 1 to the Service Agreement for Property Maintenance for Park on Peregrine between the District and Vargas Property Services, Inc.

Service Agreement for Water Feature Maintenance Services: The Board discussed the Service Agreement for Water Feature Maintenance Services between the District and Pinnacle Landscape & Xeriscape Incorporated.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the Service Agreement for Water Feature Maintenance Services between the District and Pinnacle Landscape & Xeriscape Incorporated, pending final review by Director Tamblyn.

Detention Pond Maintenance Services: The Board entered into a discussion regarding detention pond maintenance services.

Following discussion, upon motion duly made by Director Tamblyn and, upon vote, unanimously carried, the Board approved the engagement of Snow Pros, Inc., d/b/a Site Source CAM to provide detention pond maintenance services, and authorized preparation of a Service Agreement.

OTHER BUSINESS

There was no other business.

RECORD OF PROCEEDINGS

ADJOURNMENT

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

Respectfully submitted,

By _____
Secretary for the Meeting

Prairie Center Metropolitan District No. 3

Check List

All Bank Accounts

December 1, 2022 - February 28, 2023

Check Number	Check Date	Payee	Amount
Vendor Checks			
1816	12/20/22	CliftonLarsonAllen LLP	5,668.59
1817	12/20/22	Colorado Lighting, Inc,	15.00
1818	12/20/22	Hudick Excavating Inc	112,498.05
1819	12/20/22	McGeady Becher, PC	24,588.86
1820	12/20/22	Prairie Management LLC	3,000.00
1821	12/20/22	Redland Consulting Group	52,957.00
1822	12/20/22	RLI Surety	1,250.00
1823	12/20/22	Snow Pros, Inc	3,858.00
1824	12/20/22	Special District Mgmt. Services, Inc	1,445.20
1825	12/20/22	Utility Notification Center of CO	143.00
1826	12/20/22	Vargas Property Service	22,769.51
1827	01/19/23	CliftonLarsonAllen LLP	6,070.58
1829	01/19/23	Colorado Lighting, Inc,	242.26
1830	01/19/23	Hudick Excavating Inc	29,008.01
1831	01/19/23	Hydro Physics	750.00
1832	01/19/23	JR Engineering LLC	28,111.60
1833	01/19/23	McGeady Becher, PC	6,852.25
1834	01/19/23	Prairie Management LLC	3,000.00
1835	01/19/23	Redland Consulting Group	10,100.00
1836	01/19/23	Snow Pros, Inc	3,858.00
1837	01/19/23	Special District Mgmt. Services, Inc	1,773.00
1838	01/19/23	Utility Notification Center of CO	88.40
1839	01/19/23	Vargas Property Service	12,242.00
1840	02/16/23	Alliance CMS	2,000.00
1841	02/16/23	CliftonLarsonAllen LLP	8,257.18
1842	02/16/23	Colorado Community Media Group	55.76
1843	02/16/23	Colorado Lighting, Inc,	15.00
1844	02/16/23	Ecological Resources Consultants, Inc.	3,366.00
1845	02/16/23	Hudick Excavating Inc	195,723.77
1846	02/16/23	JR Engineering LLC	9,873.00
1847	02/16/23	Prairie Management LLC	3,000.00
1848	02/16/23	Redland Consulting Group	10,460.00
1849	02/16/23	Snow Pros, Inc	32,201.00
1850	02/16/23	Special District Association	3,447.26
1851	02/16/23	Special District Mgmt. Services, Inc	1,258.80
1852	02/16/23	Utility Notification Center of CO	89.01
1853	02/16/23	Vargas Property Service	8,998.98
ACH	02/16/23	United Power	3,020.55
ACH	01/19/23	United Power	3,199.69
ACH	12/20/22	United Power	2,764.00
ACH - Wire	01/19/23	CO Special Dist. Prop & Liab Pool	30,408.00
Vendor Check Total			648,427.31
Check List Total			648,427.31

Check count = 41

Prairie Center Metro District No. 3
Check register
February 28, 2023 - March 30, 2023

Date	Payee	Document no.	Amount
	Bank: 1st Bank - PCMD3 - First Bank	Account no: 3661262232	
03/17/2023	43298-000014--CliftonLarsonAllen LLP	1854	11,152.06
03/17/2023	43298-000024--Colorado Lighting, Inc,	1855	15.00
03/17/2023	43298-000048--Hudick Excavating Inc	1856	259,159.29
03/17/2023	43298-000050--JR Engineering LLC	1857	8,483.65
03/17/2023	43298-000058--McGeady Becher, PC	1858	11,807.54
03/17/2023	43298-000070--Prairie Management LLC	1859	3,000.00
03/17/2023	43298-000072--Redland Consulting Group	1860	7,710.00
03/17/2023	43298-000077--Snow Pros, Inc	1861	3,858.00
03/17/2023	43298-000079--Special District Mgmt. Services, Inc	1862	1,187.76
03/28/2023	43298-000092--United Power	Voided - 1863	0.00
03/17/2023	43298-000092--United Power	Voided - 1866	0.00
03/17/2023	43298-000092--United Power	Voided - 1863	0.00
02/28/2023	43298-000092--United Power	ACH	2,343.12
03/17/2023	43298-000093--Utility Notification Center of CO	1864	114.81
03/17/2023	43298-000094--Vargas Property Service	1865	11,183.98
	Total for 1st Bank - PCMD3		<u>320,015.21</u>

RESOLUTION 2023-__-__
RESOLUTION OF THE BOARD OF DIRECTORS OF
PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3

ADOPTING RULES AND REGULATIONS FOR
CONSTRUCTION ACTIVITY

WHEREAS, Prairie Center Metropolitan District No. 3 (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado and operates pursuant to its First Amended and Restated Service Plan approved by the City of Brighton, Colorado, dated November 4, 2008 (as has been or may be amended or supplemented, the “**Service Plan**”); and

WHEREAS, 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; and

WHEREAS, the District has financed, and owns and maintains, certain public improvements, including, but not limited to, streets, sidewalks, lighting, landscaping, and irrigation systems within the District’s service area (collectively, the “**District Property**”; and

WHEREAS, attendant to its duties and obligations for the District Property, the District wishes to adopt rules and regulations to govern construction activity that impacts District Property.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3, CITY OF BRIGTON, COLORADO:

1. The Board hereby determines that it is in the best interests of the District and members of the public using the District Property to exercise the authority granted under the Service Plan to adopt the Rules and Regulations for Construction Activity attached hereto as **Exhibit A** and incorporated herein by this reference.
2. The District reserves the right, from time to time, to modify, amend or replace the Rules and Regulations.
3. 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.

**SIGNATURE PAGE TO RESOLUTION ADOPTING AMENDED AND RESTATED
RULES AND REGULATIONS FOR CONSTRUCTION ACTIVITY**

APPROVED AND ADOPTED this ____ day of _____, 2023.

**PRAIRIE CENTER METROPOLITAN
DISTRICT NO. 3**

By: _____
Michael Tamblyn, President

Attest:

Secretary

EXHIBIT A

**Prairie Center Metropolitan District No. 3
Rules and Regulations for Construction Activity**

PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3
RULES AND REGULATIONS FOR CONSTRUCTION ACTIVITY
[Effective: April 4, 2023]

ARTICLE I . GENERAL

- 1.1 Applicability and Purpose. These Rules and Regulations for Construction Activity (“**Rules and Regulations**”) shall apply to any construction activity that impacts any District Property (defined below) and are enacted to provide funds necessary for the costs of administration, management, restoration or reconstruction of District Property impacted or damaged by construction activity, to reduce the damage to District Property, to protect the integrity of the District’s streets, sidewalks, landscaping, irrigation systems, and other public facilities, and to protect public safety. To achieve this purpose, it is necessary to establish procedures for permitting and prosecution of construction activities that impact District Property and to fix and collect fees and charges.
- 1.2 Definitions. Unless the context indicates otherwise, the meaning of the terms used in these Rules and Regulations shall be as follows:
- (a) Application for Construction Activity Permit means the application to request a Construction Activity Permit.
 - (b) Base Fee means the non-refundable fee for administrative, professional review and management incurred by the District as more specifically described in the Fee Schedule.
 - (c) City means the City of Brighton, Colorado.
 - (d) Construction Activity Permit means a permit issued by the District authorizing a Contractor to undertake construction work that will impact District Property as required by these Rules and Regulations.
 - (e) Contractor, as the term is used in these Rules and Regulations, shall mean the person or entity responsible for performing the Permitted Project work, if different than the Permittee.
 - (f) Designated Representative means the District Project Manager, District Manager, engineer, construction manager or such other person or entity as may be designated by the District Board from time to time.
 - (g) District means Prairie Center Metropolitan District No. 3.
 - (h) District Board means the Board of Directors of the District.
 - (i) District Manager means Special District Management Services, Inc., or such other person or entity as may be designated by the District Board from time to time.

- (j) District Property means any real or personal property within the District's service area that is owned, operated and/or maintained by the District, including, but not limited to, roadways, signage, lighting, sidewalks, landscaping, irrigation systems, or any portion thereof.
- (k) Fee Schedule means the Construction Activity Fee Schedule attached hereto as **Exhibit A** and incorporated herein by this reference, as may be supplemented or amended from time to time.
- (l) Permitted Project means a construction project for which a valid Construction Activity Permit has been issued by the District.
- (m) Permittee means the person or entity to which a Construction Activity Permit is issued.
- (n) Project Manager means Prairie Management, L.L.C., or such other person or entity as may be designated by the District from time to time.
- (o) Traffic Control Plan means the Permittee's plan, if required by the District, for improving traffic flow or safety, and parking of construction and employee vehicles during the term of the Permitted Project.
- (p) Violation means any non-compliance with these Rules and Regulations and/or the terms of the Construction Activity Permit.

1.3 Use of District Property. Non-compliance with the provisions of subsections (a)-(d) hereof shall constitute a Violation unless exceptions thereto are expressly authorized by the District in writing in the Construction Activity Permit or amendment thereto.

- (a) The Permittee shall not construct nor place any structure, building, fencing or signage, whether temporary or permanent, or plant or locate any trees, on any part of the District Property without having first obtained the prior written consent of the District. Any structure, building, fencing or signage, whether temporary or permanent, or any trees situated on District Property without such prior written consent may be removed by the District at the sole cost and expense of the Permittee without liability for damages arising therefrom. Except as authorized herein, no Permittee shall take any action or locate any improvements or landscaping features which would materially impair the functions of the District Property.
- (b) The Permittee is expressly prohibited from removing or making any modifications to any District Property.
- (c) Upon completion of any activities subject to a Construction Activity Permit which disturb District Property, the Permittee shall promptly restore or commence restoration (and diligently prosecute to completion) of the District Property at its sole cost and expense, to the condition it was in immediately prior to such disturbance, except as otherwise provided herein or as necessarily modified to

accommodate any approved facilities or improvements associated with the Permitted Project. In the event that the Permittee fails to restore or commence restoration within thirty (30) days, the District shall have the right to restore the District Property at the Permittee's sole cost and expense.

- (d) Except in the event of emergency, the Permittee shall provide written notice to the District Manager and the Designated Representative at least seventy-two (72) hours prior to the full or partial closure of any District Property including, but not limited to, streets and sidewalks, which notice shall specify the scope and duration of the anticipated closure as well as traffic control and safety measures during the closure to the extent not previously authorized in the Traffic Control Plan.

ARTICLE II CONSTRUCTION ACTIVITY PERMIT

- 2.1 Application for Permit. Any Contractor or other person or entity intending to design, plan, construct, reconstruct, or remodel any improvements that will impact any portion of the District Property shall contact the District Manager to obtain an Application for a Construction Activity Permit form.
- 2.2 Pre-application Meeting. Prior to the submittal of an Application for a Construction Activity Permit, the applicant shall meet with the Designated Representative to discuss the scope and location of the proposed construction activity, as well as the Base Fee and, if applicable the damage deposit, which must be delivered concurrently with submittal of the Application for Construction Activity Permit.
- 2.3 Construction Activity Permit. Upon receipt of the completed Application for Construction Activity Permit, the District Manager shall have thirty (30) days to review the application and approve the issuance of a Construction Activity Permit with or without conditions. The Construction Activity Permit shall be effective for thirty (30) days after issuance or other time period specified in the Construction Activity Permit. If work has not begun within such specified time, a new Construction Activity Permit must be secured.
- 2.4 Permit Fees. In addition to the Base Fee payable upon submittal of the Application for Construction Activity Permit and upon approval of any extension of the Construction Activity Permit, the Permittee may be assessed fees for testing and other site-specific activities as set forth on the Fee Schedule.
- 2.5 Preconstruction Meeting and Site Inspection. Prior to commencement of construction activity, the Permittee shall schedule with the Designated Representative a preconstruction meeting and site inspection with the Contractor to establish baseline conditions for the Permitted Project, review the Traffic Control Plan, and discuss any terms for mitigation of any impact to District Property. The Designated Representative may require attendance at the preconstruction meeting and/or site visit any or all of the following parties: Permittee, subcontractors, project design engineer and project design traffic engineer. Commencement of work prior to the preconstruction meeting and site visit shall constitute a Violation of the Construction Activity Permit.

- 2.6 Construction Standards. Except as otherwise specified herein, all work on District Property shall be conducted in accordance with the approved Construction Activity Permit and these Rules and Regulations, as well as any applicable state and federal laws. In the event of any conflict between the Construction Permit and the Rules and Regulations, the Rules and Regulations shall govern unless such deviations have been granted in the Construction Permit or otherwise approved in writing by the Designated Representative or District Board.
- 2.7 Refunds. The Base Fee is non-refundable; provided, however, the District may refund all or any portion of the Base Fee or other fees paid with respect to the Permitted Project, if the District cancels a permit or if such refund is otherwise approved by the District in its discretion. Refunds may be subject to an administrative fee.
- 2.8 Permit Amendment. A written amendment to the Construction Activity Permit signed by the District is required for any construction activities that were not contemplated at the time the Construction Activity Permit was originally issued by the District.
- 2.9 Permit Extension. The Permittee may request an extension of the duration of a Construction Activity Permit, provided that such request is submitted to the District Manager in writing no later than ten (10) calendar days prior to the expiration date of the Construction Activity Permit. Approval of an extension shall be documented on the the Construction Activity Permit and require payment in the amount of the Base Fee for the extension period together with any additional fees that the District, in its discretion, may require.
- 2.10 Additional Conditions. Failure of the Permittee to comply with any of the following conditions shall constitute a Violation of the Construction Activity Permit.
- (a) The Contractor and any subcontractors performing work pursuant to the Construction Activity Permit must be appropriately licensed to perform that particular type of work.
 - (b) In accordance with Section 9-1.5-103, Colorado Revised Statutes, prior to undertaking any excavation activities, the Permittee shall notify the Utility Notification Center of Colorado and, if necessary, the tier two members having underground facilities in the excavation area. The Permittee is solely responsible for all utility locates and registration in accordance with these Rules and Regulations, and other applicable rules and regulations of the City.
 - (c) The Permittee, in performance of the work, must observe and comply with the provisions of any applicable City ordinances, and rules and regulations in effect at the time of construction and any state and federal laws which, in any manner, limit, control or apply thereto.
 - (d) The Permittee shall obtain and comply with all permits or licenses required by all jurisdictional entities to undertake and complete the Permitted Project.

- (e) The Permittee, Contractor, any subcontractors (which must be listed on the Application for Construction Activity Permit) and its agents, employees and consultants observe and comply with the Traffic Control Plan.
- (f) Unless otherwise authorized by the Designated Representative, work hours shall be limited to the hours set forth on the Construction Activity Permit and shall not be performed on any Saturday, Sunday or date which is designated as a holiday by the State of Colorado. Barricades, cones, signs or other vehicular or pedestrian traffic controls shall be taken out of service after designated working hours unless their use and application are required to ensure the safety of the traveling public. In such case, those controls shall be noted on the approved Traffic Control Plan.
- (g) The Permittee shall remove all rubbish and debris promptly as the work progresses, leaving the site and adjoining property in neat condition. Rubbish and debris will not be permitted to be placed in or on District Property.
- (h) The Permittee shall provide erosion and sedimentation controls.
- (i) Any other site-specific terms and conditions deemed to be necessary by the District, in its reasonable discretion, following review of the plans and specifications and any site inspection.

2.11 Damage Deposit. The District, in its discretion, may require a damage deposit in an amount of up to hundred percent (100%) of the total estimated replacement cost of all District Property impacted by the Permitted Project. Such damage deposit shall be due upon submittal of the Application for Construction Activity Permit. Upon completion of the Permitted Project, the Designated Representative shall conduct a post-construction inspection. If the Designated Representative finds no damage to District Property, the District will return the full amount of the damage deposit to the Permittee. If the Designated Representative finds damage to District Property, the District shall provide written notice to Permittee of such damage and may use the damage deposit to proceed with the required repairs. The District will return to the Permittee any amount of the damage deposit in excess of repair costs incurred by the District. The Permittee shall be liable to the District for any repair costs that exceed the amount of the damage deposit.

2.12 Right of Inspection. The District shall have a right to inspect at all times any construction activity that impacts District Property. The Designated Representative and District consultants shall be allowed reasonable access at all reasonable hours to any construction site to ensure compliance with these Rules and Regulations and the Construction Activity Permit. If the District determines that the work is not being performed in accordance with these Rules and Regulations and/or the Construction Activity Permit, the District shall have the right to order the work to cease until the District and the Permittee agree on a plan to remedy the non-compliance.

2.13 Initial Acceptance Process.

- (a) The Permittee or Contractor shall schedule with the Designated Representative a completion inspection to occur not less than seventy-two (72) hours in advance of

leaving the site after completion of the work. **All compaction testing must be certified by a professional geo-technical engineer; provided, however, that any geo-technical engineer engaged by the Permittee for this purpose must be pre-approved by the District.** Alternatively, the Permittee may elect to pay the actual costs incurred by the District to conduct such testing. Failure to schedule a completion inspection prior to leaving the site after completing the work shall constitute a Violation of these Rules and Regulations.

- (b) The Designated Representative shall provide a written inspection report with a punchlist of all deficiencies, if any, that must be corrected prior to initial acceptance of the work for completion under the Construction Activity Permit. The Permittee shall complete the punchlist within fifteen (15) business days thereafter, unless the Designated Representative grants written authorization for an extension of time, and schedule a follow-up inspection to occur not more than the earlier of (i) seven (7) calendar days after completion of the punchlist items or (ii) the expiration date of the Construction Activity Permit. Failure to complete the punchlist items to the satisfaction of the Designated Representative within the applicable period Designated Representative or to schedule a follow-up inspection within the time frame set forth herein shall constitute a Violation.
- (c) Upon determining that no punchlist items remain outstanding, the Designated Representative will sign and date the Construction Activity Permit to indicate initial acceptance of the Permitted Project, which date shall constitute commencement of the two-year warranty period and, if applicable, return to the Permittee the damage deposit less any amount thereof used to pay costs incurred by the District to repair or replace District Property.

2.14 Warranty; Warranty Bond. The Permittee shall guarantee any work located on District Property, or which the District will have any obligation to maintain, for a period of two (2) years after completion against defective workmanship and materials and shall keep the same in good order and repair. The Permittee is obligated at its sole expenses to repair or replace any portion of the work that the Designated Representative determines is defective and adversely impacts District Property during the warranty period. Unless otherwise expressly specified or waived by the District, the Permittee shall provide the district a warranty bond in a minimum amount of \$10,000. Such warranty bond shall be effective and available to the District through the entirety of the warranty period.

2.15 Warranty Inspection; Final Acceptance. The Designated Representative will send a notice of warranty inspection prior to the warranty expiration date. If no defects are identified during the warranty inspection, the District shall grant final acceptance of the work.

2.16 Mechanic's and Materialmen's Liens. As a condition of Construction Activity Permit issuance, the Permittee shall covenant and agree not to suffer or permit any lien of mechanics or materialmen or others to be placed against the District Property with respect to work or services claimed to have been performed for, or materials claimed to have been furnished to the Permittee. If any lien arises because of the Permittee's

construction, repair, restoration or maintenance work associated with the Permitted Project, the Permittee shall immediately take all steps to remove the lien, including, if necessary, the immediate posting of appropriate collateral or bond to remove the lien.

2.17 Violations.

- (a) Generally. If the District determines that a Violation has occurred, the District shall give the Permittee written notice of the Violation describing the Violation in form substantially as attached hereto and incorporated herein by this reference as **Exhibit B (“Notice of Violation”)**. The Permittee shall take such action as necessary to remedy the Violation within ten (10) business days unless an alternate time period is specified in the Notice of Violation. In the event the Permittee fails to take action to remedy the Violation within the specified time period, the District may pursue *any one or more* of the following remedies without further notice to Permittee:
- (i) Levy upon the Permittee an initial fine of \$1,000 and, if the Violation is not remedied to the satisfaction of the District by the deadline set forth in the Notice of Violation, an additional fine of \$100 per day until the Violation has been cured;
 - (ii) Cause the Violation to be cured and charge the cost thereof to the Permittee;
 - (iii) Revoke the Permittee’s Construction Activity Permit until assurance is received that the Construction Activity Permit terms and conditions will be complied with and that non-compliant work will be replaced to the satisfaction of the District; and/or
 - (iv) File a perpetual lien on the Permittee’s property, which lien may be foreclosed in the same manner as provided by the laws of Colorado for the foreclosure of mechanics’ liens.

2.18 Insurance. The Permittee must provide the District with certificates evidencing the insurance coverages set forth below, which insurance shall be placed with insurance companies rated at least “A:XIII” by A.M. Best Company. .

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

- (ii) Commercial General Liability Insurance. A Commercial General Liability Insurance Policy written on an occurrence basis, which policy shall include, without limitation, the District as an additional insured, a waiver of subrogation endorsement in favor of the District, cross liability and severability of interest endorsements, endorsements providing that the coverage afforded by the insurance policy or policies is primary and non-contributing with any other insurance maintained by or available to the District, and appropriate language providing the following coverages: Premises and Operations Liability; Personal Injury Liability; Broad Form Property Damage Liability; Contractual Liability supporting the Permittee's indemnification agreements in favor of the District; Completed Operations and Products Liability; and Independent Contractor's Protective Liability. The Commercial General Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each occurrence of bodily injury and/or property damage and an annual aggregate of liability of not less than \$2,000,000 for bodily injury and/or property damage, and an annual aggregate of liability of not less than \$2,000,000 for Completed Operations and Products Liability.
 - (iii) Automobile Liability Insurance. An Automobile Liability Insurance Policy written on a per accident basis. The Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and nonowned automobiles, and must include uninsured motorist coverages. The Automobile Liability Insurance Policy must be written with a combined single limit of liability of not less than \$1,000,000 for each accident for bodily injury and/or property damage.
 - (iv) Excess Liability Insurance. An Excess Liability Insurance Policy written in excess of the coverages provided by the insurance policies described above, in form and substance reasonably acceptable to the District, which policy will include the District as additional insured. The Excess Liability Insurance Policy must be written with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury/or property damage and annual aggregate.
 - (v) Professional Liability Insurance Coverage. If required by the District, the Permittee shall obtain and, continuously thereafter for eight (8) years from the date of substantial completion of the design, maintain in full force and effect a claims made policy covering errors, omissions and negligent acts in the performance of its Services hereunder, in an amount of \$1,000,000 per claim and annual aggregate. The Permittee shall be solely responsible for the payment of all deductibles. Permittee's deductibles or Permittee's self-insured retentions shall be approved by the District.
- (b) Failure to Obtain and Obligation to Maintain Insurance. Permittee's failure to furnish and maintain insurance as required by these Rules and Regulations shall

constitute a Violation and may be cause to cancel the Construction Activity Permit. Except as otherwise expressly provided herein, all required insurance policies shall be kept in full force and effect until the date of final acceptance of the Permitted Project. Notwithstanding anything to the contrary contained herein, the foregoing insurance requirements are in no way intended to, and will not in any manner, limit or qualify the liabilities and/or indemnities assumed by the Permittee under or pursuant to the Construction Activity Permit.

- (c) Effect of Approval or Acceptance of Insurance. District acceptance and/or approval of any or all of the insurances required hereunder does not and shall not be construed to relieve Permittee from any obligations, responsibilities or liabilities under the Rules and Regulations or the Construction Activity Permit.

EXHIBIT A

CONSTRUCTION ACTIVITY PERMIT FEE SCHEDULE

Base Fee	
Payable at submittal of Application for Construction Activity Permit and approval of any extension of Construction Activity Permit. Covers District costs for project and plan review, Designated Representative fee, tenant notifications, inspections, construction/maintenance oversight, materials storage, etc.	\$3,000 plus \$100/day for the term of the Construction Activity Permit
Additional Fees	
To be assessed and paid on a project/site-specific basis	
Geo-tech Compaction Testing Fee, if the Permittee elects to have the District perform testing	Actual Cost
Lane Closure Fee	\$500/day
Sidewalk Closure Fee	\$100/day

[Effective Date: 04/07/23]

**PRAIRIE CENTER METROPOLITAN DISTRICT NO. 3
CONSTRUCTION ACTIVITY PERMIT**

APPLICATION FOR CONSTRUCTION ACTIVITY PERMIT TO BE COMPLETED BY APPLICANT	
Applicant Name:	Date:
Permittee (if different from Applicant):	
Address:	
Telephone:	Email:
24-Hr. Contact Name:	Telephone:
Party Responsible for Payment:	Telephone:
Permitted Project Address:	
Permitted Project Cross Streets:	
Estimated Costs of Horizontal Site Work:	
<p>The following items must be included when submitting this Application:</p> <ul style="list-style-type: none"><input type="checkbox"/> Certificate of Good Standing for Permittee from the Colorado Secretary of State<input type="checkbox"/> Name and license number(s) for Contractor and any subcontractors<input type="checkbox"/> Sketch or Site Plan<input type="checkbox"/> Traffic Control Plan, including detour plan, if applicable<input type="checkbox"/> Description of Permitted Project, including plans and specifications and, as applicable:<ul style="list-style-type: none">✓ General description of maintenance activity (no surface or ground disturbance)✓ General description of construction activity✓ Type of backfill material (e.g., flowfill, flashfill, Class 6 roadbase, native)✓ Length and width of pavement cut(s)✓ Length and width of excavation area(s)✓ Length and width of concrete removal(s)✓ Number of potholes✓ Infrared patching?✓ Mill and overlay street for pavement restoration?<input type="checkbox"/> Construction schedule<input type="checkbox"/> List of required permits and licenses required by all governmental entities with jurisdiction over the work constituting the Permitted Project<input type="checkbox"/> Certificates evidencing that Permittee has obtained the insurance coverages required by the District's Rules and Regulations for Construction Activity<input type="checkbox"/> Non-refundable Base Fee<input type="checkbox"/> Damage Deposit, if required<input type="checkbox"/> Surety Bond, if required<input type="checkbox"/> Warranty Bond <p>Documents attached to this Application as approved by the District shall constitute material terms of the Construction Activity Permit to which the Permittee shall be bound unless otherwise agreed in writing by the District pursuant to an amendment to the Construction Activity Permit.</p>	

By signing below the applicant acknowledges that it has reviewed the District's Rules and Regulations for Construction Activity and agrees to comply with the provisions thereof and with the terms of the approved Construction Activity Permit.

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

The Permittee further acknowledges and agrees, neither the District's approval of the Construction Activity Permit, including any amendments or modifications, nor any term or condition of the Rules and Regulations shall be construed or interpreted as a waiver, either expressed or implied, of any of the immunities, rights, benefits or protection provided to the District under the Colorado Governmental Immunity Act.

Permittee Representative

Signature: _____
 Print name: _____
 Title _____

FOR DISTRICT USE ONLY

The following must be delivered upon submittal of Application.

- Non-refundable Base Fee: \$ _____
- Damage Deposit: \$ _____
- Form and amount of surety: _____
- Warranty Bond: \$ _____ (in effect until expiration of the 2-year warranty period)
- Other (describe): _____

Work shall be limited to Monday-Friday from _____ a.m. to _____ p.m.

Modifications to Application/Special Conditions:

As evidenced by the signature of the District below the Application, including the conditions and modifications set forth above, shall constitute the Construction Activity Permit for the Permitted Project.

Permit Approval/Issuance Date:	Permit Expiration Date:
	District Signature:
Extended Expiration Date:	District Signature:
Initial Acceptance Date (2-year warranty begins):	District Signature:
Final Acceptance Date:	District Signature:

