

HASKINS STATION METROPOLITAN DISTRICT
REGULAR MEETING

<https://haskinsstationmetrodistrict.com/>

Monday, January 27, 2025 at 11:30 A.M.
via teleconference

Christopher Elliott, Vice President	Term to May 2025
Corey Elliott, Treasurer	Term to May 2025
Matthew Gayda Cavanaugh, Secretary	Term to May 2027
Charles R. Hauptman, Assistant Secretary	Term to May 2027
VACANT	Term to May 2025

Join Meeting:

<https://us06web.zoom.us/j/89211051797?pwd=3eiYJ3MJEJ4MbMXNEbXOhfIvoSoCyM.1>

Meeting ID: 892 1105 1797

Passcode: 947063

Call-in Number: 1-720-707-2699

NOTICE OF REGULAR MEETING AND AGENDA

1. Call to Order/Declaration of Quorum
2. Conflict of Interest Disclosures
3. Approval of Agenda
4. Director Matters
 - a. Acknowledge Resignation of Director Christian M. Janke
 - b. Consider Election of Officers
5. Consent Agenda
 - a. Approval of Minutes from November 20, 2024 Regular Meeting (**enclosure**)
 - b. Ratification of 2025 Annual Administrative Resolution (**enclosure**)
 - c. Acknowledge Resignations of Architectural Review Committee Members
6. Management Matters
 - a. General Update
 - b. Consider Approval of Proposal for Community Garden Construction (**enclosure**)
 - c. Discussion Regarding Request for Toddler Swing
 - d. Update on Covenant Enforcement Matters
 - e. Review Applications for Appointment to the Architectural Review Committee (**distributed under separate cover**)
 - i. Consider Adoption of Resolution Regarding Appointment of the Architectural Review Committee (**enclosure**)
 - f. Update on May 6, 2025 Election
 - g. Other Management Matters

7. Public Comment - 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 per person.
8. Legal Matters
 - a. Consider Approval of Access Easement and Maintenance Agreement (Pet Waste Station & Community Posting Board) (**enclosure**)
 - i. Consider Approval of Proposal for Installation of Pet Waste Station & Community Posting Board (**enclosure**)
 - ii. Consider Approval of Proposal for Pet Waste Station Servicing (**enclosure**)
 - b. Other Legal Matters
9. Financial Matters
 - a. Consider Approval of Claims (**enclosure**)
 - b. Consider Acceptance of Unaudited Financial Statements (**enclosure**)
 - c. Consider Adoption of Second Amended and Restated Resolution Establishing Guidelines for the Processing and Collection of Delinquent Fees and Covenant Enforcement Charges (**enclosure**)
 - d. Other Financial Matters
10. Other Business
11. Adjourn

Remaining 2025 Meeting Dates:

- March 3, 2025 at 6:00pm at the Apex Center: 13150 W. 72nd Avenue, Arvada, Colorado
- July 15, 2025 at 11:30am via teleconference
- November 20, 2025 at 6:00pm at the Apex Community Recreation Center, 6842 Wadsworth Blvd., Arvada, Colorado

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

HASKINS STATION METROPOLITAN DISTRICT

Held: Wednesday, November 20, 2024 at 6:00 p.m. at the Apex Center (Randall Room), 13150 W. 72nd Avenue, Arvada, CO 80005

ATTENDANCE

The regular meeting of the Board of Directors of Haskins Station Metropolitan District was called and held in accordance with the applicable laws of the State of Colorado. The following Directors, having confirmed their qualifications to serve, were in attendance:

Christopher Elliott
Corey Elliott
Charles R. Hauptman

Director Janke and Director Cavanaugh were absent. All absences are deemed excused unless otherwise noted in these minutes.

Also present were: Megan J. Murphy, Esq., White Bear Ankele Tanaka & Waldron, Attorneys at Law, District General Counsel; Ashley B. Frisbie and Dan J. Cordova, White Bear Ankele Tanaka & Waldron, District Management; Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant; Susie Ellis, Community Preservation Specialists, Inc.; Sarah Hunsche, E5X Management, Inc.; and members of the public.

Call to Order/Declaration of Quorum

It was noted that a quorum of the Board was present, and the meeting was called to order.

Conflicts of Interest Disclosures

Ms. Frisbie advised the Board that, pursuant to Colorado law, certain disclosures might be required prior to taking official action at the meeting. Ms. Frisbie reported that disclosures for those directors that provided White Bear Ankele Tanaka & Waldron with notice of potential or existing conflicts of interest, if any, were filed with the Secretary of State's Office and the Board at least 72 hours prior to the meeting, in accordance with Colorado law, and those disclosures were acknowledged by the Board. No additional disclosures were noted. The participation of the members present was necessary to obtain a quorum or to otherwise enable the Board to act.

Approval of Agenda

Ms. Frisbie presented the Board with the proposed agenda for the meeting. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the agenda as presented.

Consent Agenda

Ms. Frisbie reviewed the items on the consent agenda with the Board. Ms. Frisbie advised the Board that any item may be moved from the consent agenda to the regular agenda upon the request of any director. No items were requested to be removed from the consent agenda. Upon a motion duly made and seconded, the Board unanimously approved, ratified, and/or adopted the following:

- Minutes from September 18, 2024 Regular Meeting;
- First Amendment to Independent Contractor Agreement with Community Preservation Specialists, Inc. for Covenant Enforcement Services; and
- Renewal of Property and Liability Schedule and Limits, Workers Compensation Coverage, and SDA Membership for 2025.

Management Matters

General Update

Ms. Frisbie provided an update on management matters, noting that Richmond American Homes (“Richmond”) is finishing the installation of the improvements on the open space tracts. The improvements have not yet been conveyed to the District and Richmond is still responsible for maintenance and snow removal obligations in common area and open space tracts in the community. Ms. Frisbie requested that residents continue to reach out to management with any comments or concerns, noting that management will continue to coordinate with Richmond appropriately.

A resident inquired about the timing for the conveyance of the improvements. Mr. Cordova responded that there is no set date, but the District will walk the tracts and ensure they have been installed per the plan before accepting.

Review and Consider Approval of Proposals from Environmental Landworks Company, Inc. for Community Garden Construction

Ms. Frisbie and Mr. Cordova presented the Board with the proposals from Environmental Landworks Company, Inc. for the community garden construction, noting that the approved development plan called for a community garden to be installed in the community and, as such, the developer and the District have been coordinating on the details so it can be installed for the community’s use.

A resident inquired about the dimensions of the garden plots. It was requested that the space between the plots be increased.

It was noted that the fencing will be installed only around the perimeter of the garden.

A resident inquired about the design of the shed, requesting that it more closely match the District's design standards.

Residents requested that the District obtain multiple bids before making a decision on the community garden construction.

Following discussion, the Board determined to defer approval of the proposals and provided direction to management to obtain at least two additional bids for the garden.

Review Screening Specifications for Trash & Recycling Bins

Acknowledgement of Resolution of the Architectural Review Committee Adopting an Amendment to the Residential Improvement Guidelines and Site Restrictions for Haskins Station (Trash Bin Screens)

Ms. Frisbie and Mr. Cordova presented the Board with the Screening Specifications for Trash and Recycling Bins and the Resolution of the Architectural Review Committee Adopting an Amendment to the Residential Improvement Guidelines and Site Restrictions for Haskins Station.

A resident inquired about the horizontal planks on the design specifications. It was noted that all planks should be attached to the outside of the posts.

A resident inquired if all homeowners will be required to install the screening structure. Ms. Frisbie reported that homeowners can continue to store their receptacles inside, at their preference. Each property owner who chooses to install a screening structure will be responsible for the installation and all associated costs.

A resident inquired about recommended contractors for the installation of the screening structures. The Board recommended that each property owner perform their own due diligence prior to selecting a contractor. It was noted that it is not the District's function to coordinate this project.

Following discussion, upon a motion duly made and seconded, the Board unanimously approved the screening specifications for the trash and recycling bins, subject to clarification that the planks should be attached to the outside of the posts. The Board also acknowledged the Resolution of the Architectural Review Committee Adopting an Amendment to the Residential Improvement Guidelines and Site Restrictions for Haskins Station (Trash Bin Screens).

Following discussion, the Board determined to extend the trash receptacle compliance deadline to July 1, 2025.

Update on Covenant Enforcement Matters

None.

Other Management Matters

None.

Public Comment

A resident inquired about the May 2025 regular directors' election. Ms. Murphy and Ms. Frisbie discussed the process with the Board and community members, noting that Self-Nomination and Acceptance Forms can be submitted from January 1, 2025 until 5:00pm on February 28, 2025.

A resident inquired about the new development by Remington Homes Colorado. Director Hauptman reported that the south half of the development will be apartments, and the north half will be townhomes. Director Hauptman reported that the new development will not have a separate HOA.

A resident inquired about concerns with establishment of some of the common area tracts. The Board reported that Richmond is responsible for establishing the common areas and the District will not accept these tracts until they have been established per the approved landscaping plan.

A resident reported that there are still drainage issues in common areas and on the sidewalks, including the area behind Queen Court by the detention pond. The Board reported that Richmond is responsible for all drainage areas and the District will not accept any common area tracts until drainage issues have been resolved.

A resident reported that there are a lot of diseased trees and trees that appear to not be planted properly in the large park area. The Board reported that Richmond is responsible for the landscaping and the District will have professionals perform an inspection prior to District acceptance.

A resident inquired about the Notice of Public Hearing for the 2025 Budget and how publication was made. Ms. Murphy and Ms. Frisbie explained how the publication process works and what the legal requirements are, noting that the notice was made in accordance with Colorado law.

A resident inquired about the timeline for installation of a new pet waste station along W. 52nd Avenue on the south side of the park

area. The Board reported that the District may not be able to install the station until after the District accepts the tract, but legal counsel is looking into alternative options.

A resident inquired about the status of allowance of gates in the fencing behind the single-family homes. Mr. Cordova reported that the City of Arvada (the "City") has indicated that they will not allow gates in fencing that backs to City-owned open space and that further discussion is needed with the Board about this matter. A resident reported that the Jefferson County Fire Management department has indicated that they would not be able to access fire hydrants in the community from the open space without gate access. Following discussion, the Board recommended that the homeowners contact the appropriate fire department and perform due diligence on this matter, including coordination with the City to determine if it would be willing to modify its stance on the allowance of gates to the open space areas.

A resident inquired about the fencing that backs to W. Ridge Road. The Board indicated that they are not aware of any changes to this fencing.

A resident inquired about the status of the train crossing. The Board indicated that, as far as they are aware, this matter is still in process and that Richmond is managing the arrangement. It was noted that the City will inspect and accept the train crossing and it will not be the responsibility of the District.

It was noted that Richmond is also responsible for ensuring the streets and cobble are repaired, and that these improvements will also be conveyed to the City.

A resident inquired about switching out one of the swings at the playground with a baby swing. The Board directed management to look into this matter.

A resident inquired about the status of the request to have a community posting board installed by the playground area. The Board reported that the District may not be able to install the posting board until after the District accepts the tract, but legal counsel is looking into alternate options.

A resident inquired as to if a dog park is planned for the community. The Board reported that they have no knowledge of a proposed dog park.

Legal Matters

Consider Adoption of 2025 Annual Administrative Resolution

Ms. Murphy presented the Board with the 2025 Annual Administrative Resolution. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution, subject to confirmation of regular meeting dates and locations.

Consider Approval of Amended and Restated Public Records Request Policy

Ms. Murphy presented the Board with the Amended and Restated Public Records Request Policy. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the policy.

Discussion Regarding HB 24B-1001

Ms. Murphy provided the Board with an overview of the new legislation and recommended that the District not proceed with a TABOR election at this time until more is known about how the limit will impact District revenue.

Consider Adoption of Resolution Calling May 6, 2025 Election

Ms. Murphy presented the Board with the Resolution Calling the May 6, 2025 Election. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution.

Other Legal Matters

None.

Financial Matters

Consider Approval of Claims

Ms. Ferreira presented the Board with the claims. Following discussion, upon a motion duly made and seconded, the Board unanimously ratified the claims in the amount of \$37,752.78.

Consider Acceptance of Unaudited Financial Statements

Ms. Ferreira presented the Board with the Unaudited Financial Statements, dated September 30, 2024. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the Unaudited Financial Statements.

Conduct Public Hearing on 2024 Budget Amendment and Consider Adoption of Resolution Amending 2024 Budget

The public hearing on the 2024 Budget Amendment was opened. Ms. Frisbie noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting. There being no public comment, the hearing was closed.

Ms. Ferreira reviewed the Resolution Amending the 2024 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the resolution, amending the General Fund to \$110,000 and Capital Projects Fund to \$1,000,000.

Conduct Public Hearing on 2025 Budget and Consider Adoption of Resolution Adopting 2025 Budget and Appropriating Funds

The public hearing on the proposed 2025 Budget was opened. Ms. Frisbie noted that the notice of public hearing was provided in accordance with Colorado law. No written objections have been received prior to the meeting.

Public comment was made. A resident inquired as to where funds for the community garden will come from. Ms. Murphy and Ms. Ferreira reported that this expenditure is anticipated to come from the Capital Projects Fund and potentially partially from the Operations Fee Fund. Following discussion, the Board determined not to modify the 2025 Budget at this time and will consider an amendment once the cost for the community garden has been determined.

There being no additional public comment, the public hearing was closed.

Ms. Ferreira reviewed the 2025 Budget with the Board. Following discussion, upon a motion duly made and seconded, the Board unanimously adopted the Resolution Adopting the 2025 Budget, appropriating funds therefor, and certifying mills for the General Fund and mills for the Debt Service Fund, as shown in the 2025 Budget, subject to receipt of the final assessed valuation.

Consider Approval of Special Districts Preparation Statement of Work and Billing Services Statement of Work with CliftonLarsonAllen LLP for District Accounting Services

Ms. Ferreira presented the Board with the Special Districts Preparation Statement of Work and Billing Services Statement of Work with CliftonLarsonAllen LLP for District Accounting Services. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the scopes of work.

Consider Approval of Engagement Letter with Dazzio & Associates, PC to Prepare 2024 Audit

Ms. Ferreira presented to Board with the Engagement Letter from Dazzio & Associates, PC to prepare the 2024 Audit. Following discussion, upon a motion duly made and seconded, the Board unanimously approved the engagement.

Other Financial Matters

None.

Other Business

None.

Adjournment

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

The foregoing constitutes a true and correct copy of the minutes of the above-referenced meeting.

Secretary for the Meeting

The foregoing minutes were approved by the Board of Directors on the 27th day of January, 2025.

DRAFT

**HASKINS STATION METROPOLITAN DISTRICT
ANNUAL ADMINISTRATIVE RESOLUTION
(2025)**

WHEREAS, Haskins Station Metropolitan District (the “District”), was organized as a special district pursuant to an Order and Decree of the District Court in and for the County of Jefferson, Colorado (the “County”), and is located entirely within the City of Arvada, Colorado; and

WHEREAS, the Board of Directors (the “Board”) of the District has a duty to perform certain obligations in order to assure the efficient operation of the District and hereby directs its consultants to take the following actions.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD AS FOLLOWS:

1. The Board directs the District’s Manager to cause an accurate map of the District’s boundaries to be prepared in accordance with the standards specified by the Division of Local Government (“Division”) and to be filed in accordance with § 32-1-306, C.R.S.

2. The Board directs the District’s Manager to notify the Board of County Commissioners, the County Assessor, the County Treasurer, the County Clerk and Recorder, the governing body of any municipality in which the District is located, and the Division of the name of the chairman of the Board, the contact person, telephone number, and business address of the District, as required by § 32-1-104(2), C.R.S.

3. The Board directs the District’s legal counsel to prepare and file with the Division, within thirty (30) days of a written request from the Division, an informational listing of all contracts in effect with other political subdivisions, in accordance with § 29-1-205, C.R.S.

4. The Board directs the District’s accountant to cause the preparation of and to file with the Department of Local Affairs the annual public securities report for nonrated public securities issued by the District within sixty (60) days of the close of the fiscal year, as required by §§ 11-58-101, et seq., C.R.S.

5. The Board directs the District’s accountant to: (a) obtain proposals for auditors to be presented to the Board; (b) cause an audit of the annual financial statements of the District to be prepared and submitted to the Board on or before June 30; and (c) cause the audit to be filed with the State Auditor by July 31, or by the filing deadline permitted under any extension thereof, all in accordance with §§ 29-1-603(1) and 606, C.R.S. Alternatively, if warranted by § 29-1-604, C.R.S., the Board directs the District’s accountant to apply for and obtain an audit exemption from the State Auditor on or before March 31 in accordance with § 29-1-604, C.R.S.

6. The Board directs the District’s accountant, if the District has authorized but unissued general obligation debt as of the end of the fiscal year, to cause to be submitted to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District the District’s audit report or a copy of its application for exemption from audit in accordance with § 29-1-606(7), C.R.S.

7. The Board directs the District's accountant to submit a proposed budget to the Board by October 15 and prepare the final budget and budget message, including any amendments thereto, if necessary. The Board also directs the District's accountant to perform the property tax limit calculation, if required by §§ 29-1-306, *et seq.*, C.R.S., and to inform the Board of the result of such calculation. The Board directs the District's Manager to schedule a public hearing on the proposed budget or amendments, as applicable, and to post or publish notices thereof. The Board directs the District's Manager to prepare all budget resolutions. The Board directs the District's Manager to file the budget, budget resolution, and budget message with the Division on or before January 30th, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

8. The Board directs the District's accountant to monitor all expenditures and, if necessary, to notify the District's legal counsel, the District's Manager, and the Board when expenditures are expected to exceed appropriated amounts. The Board directs the District's Manager to prepare all budget amendment resolutions. The Board directs the District's Manager to schedule a public hearing on a proposed budget amendment and post or publish notices thereof in accordance with § 29-1-106, C.R.S. The Board directs the District's Manager to file the amended budget with the Division on or before the date of making such expenditure or contracting for such expenditure, all in accordance with §§ 29-1-101, *et seq.*, C.R.S.

9. The Board directs legal counsel to cause the preparation of the Unclaimed Property Act report and submission of the same to the State Treasurer by November 1st if there is property presumed abandoned and subject to custody as unclaimed property, in accordance with § 38-13-110, C.R.S.

10. The Board directs the District's accountant to prepare the mill levy certification form and directs the District's accountant to file the mill levy certification form with the Board of County Commissioners on or before December 15th, in accordance with § 39-5-128, C.R.S.

11. The Board directs that all legal notices shall be published in accordance with § 32-1-103(15), C.R.S.

12. The Board hereby determines that each member of the Board shall, for any potential or actual conflicts of interest, complete conflicts of interest disclosures and directs legal counsel to file the conflicts of interest disclosures with the Board and with the Colorado Secretary of State at least seventy-two (72) hours prior to every regular and special meeting of the Board, in accordance with § 32-1-902(3)(b) and § 18-8-308, C.R.S. Written disclosures provided by Board members required to be filed with the governing body in accordance with § 18-8-308, C.R.S., shall be deemed filed with the Board when filed with the Secretary of State. Additionally, at the beginning of each year, each Board member shall submit information to legal counsel regarding any actual or potential conflicts of interest and, throughout the year, each Board member shall provide legal counsel with any revisions, additions, corrections, or deletions to said conflicts of interest disclosures.

13. The Board confirms its obligations under § 24-10-110(1), C.R.S., with regards to the defense and indemnification of its public employees, which, by definition, includes elected and appointed officers.

14. The Board hereby appoints legal counsel as the official custodian for the maintenance, care, and keeping of all public records of the District, in accordance with §§ 24-72-202, et seq., C.R.S. The Board hereby directs its legal counsel, accountant, manager, and all other consultants to adhere to the Colorado Special District Records Retention Schedule as adopted by the District.

15. The Board directs the District's Manager to post notice of all regular and special meetings in accordance with § 32-1-903(2) and § 24-6-402(2)(c), C.R.S. The Board hereby designates <https://www.haskinsstationmetrodistrict.com/> as the District's website for the posting of its regular and special meeting notices. The Board also hereby designates, unless otherwise designated by the Board, the southwest corner of the intersection of N. Robb Street and W. 52nd Avenue as the location the District will post notices of meetings in the event of exigent or emergency circumstances which prevent the District from posting notice of the meeting on the District's website. The Board directs the District's Manager to provide the website address set forth above to the Department of Local Affairs for inclusion in the inventory maintained pursuant to § 24-32-116, C.R.S.

16. The Board determines to hold regular meetings on March 3, 2025 at 6:00 P.M. at the Apex Center, 13150 W. 72nd Avenue, Arvada, Colorado; on November 20, 2025 at 6:00 P.M. at the Apex Community Recreation Center, 6842 Wadsworth Blvd., Arvada, Colorado; and on January 27, 2025 and July 15, 2025 at 11:30 A.M. by telephone, electronic, or other means not requiring physical presence. All notices of meetings shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable.

17. The Board determines to hold an annual meeting, pursuant to § 32-1-903(6), on March 3, 2025 at 6:00 P.M. at the Apex Center, 13150 W. 72nd Avenue, Arvada, Colorado, subject to change by action of the Board. Notice of the annual meeting shall designate whether such meeting will be held by electronic means, at a physical location, or both, and shall designate how members of the public may attend such meeting, including the conference number or link by which members of the public can attend the meeting electronically, if applicable. The District's Manager shall be responsible for coordinating the required presentations for the annual meeting.

18. In the event of an emergency, the Board may conduct a meeting outside of the limitations prescribed in § 24-6-402(2)(c), C.R.S., provided that any actions taken at such emergency meeting are ratified at the next regular meeting of the Board or at a special meeting conducted after proper notice has been given to the public.

19. The Board directs the District's Manager to maintain the District's website in compliance with state and federal requirements and to make such documents and information required by § 32-1-104.5, C.R.S. available to the public on the District's website.

20. For the convenience of the electors of the District, and pursuant to its authority set forth in § 1-13.5-1101, C.R.S., the Board hereby deems that all regular and special elections of the District shall be conducted as independent mail ballot elections in accordance with §§ 1-13.5-1101,

et seq., C.R.S., unless otherwise deemed necessary and expressed in a separate election resolution adopted by the Board.

21. Pursuant to the authority set forth in § 1-1-111, C.R.S., the Board hereby appoints Ashley B. Frisbie as the Designated Election Official (the “**DEO**”) of the District for any elections called by the Board, or called on behalf of the Board by the DEO, and hereby authorizes and directs the DEO to take all actions necessary for the proper conduct of the election, including, if applicable, cancellation of the election in accordance with § 1-13.5-513, C.R.S.

22. In accordance with § 1-11-103(3), C.R.S., the Board hereby directs the DEO to certify to the Division the results of any elections held by the District and, pursuant to § 32-1-1101.5(1), C.R.S., to certify results of any ballot issue election to incur general obligation indebtedness to the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District and file a copy of such certification with the Division of Securities.

23. The Board directs legal counsel to cause a notice of authorization of or notice to incur general obligation debt to be recorded with the County Clerk and Recorder within thirty (30) days of authorizing or incurring any indebtedness, in accordance with § 32-1-1604, C.R.S.

24. Pursuant to the authority set forth in § 24-12-103, C.R.S., the Board hereby designates, in addition to any officer of the District, Alyssa K. Rios of the law firm of White Bear Ankele Tanaka & Waldron, Attorneys at Law, as a person with the power to administer all oaths or affirmations of office and other oaths or affirmations required to be taken by any person upon any lawful occasion.

25. The Board directs legal counsel to cause the preparation of and filing with the Board of County Commissioners or the governing body of the municipality that adopted a resolution of approval of the District, if requested, the application for quinquennial finding of reasonable diligence in accordance with § 32-1-1101.5(1.5), (2), C.R.S.

26. The Board directs the District's Manager to cause the preparation of and the filing with the Board of County Commissioners or the governing body of any municipality in which the District is located, the Division, the State Auditor, the County Clerk and Recorder, and any interested parties entitled to notice pursuant to § 32-1-204(1), C.R.S., an annual report in accordance with § 32-1-207(3)(c), C.R.S.

27. The Board directs the District's Manager to obtain proposals and/or renewals for insurance, as applicable, to insure the District against all or any part of the District's liability, in accordance with §§ 24-10-115, *et seq.*, C.R.S. The Board directs the District's Manager to review and update the District's property schedule as needed, and no less than annually. The Board directs the District's accountant to pay the annual SDA membership dues, agency fees, and insurance premiums, as applicable, in a timely manner. The Board appoints the District's Manager to designate the proxy for the SDA Annual meeting for voting and quorum purposes.

28. The Board hereby opts to include elected or appointed officials as employees within the meaning of § 8-40-202(1)(a)(I)(A), C.R.S., and hereby directs the District's Manager to obtain workers' compensation coverage for the District.

29. The Board hereby directs the District's Manager to prepare the disclosure notice required by § 32-1-809, C.R.S., and to disseminate the information to the electors of the District accordingly. Further, the Board hereby designates the following website as the District's official website for the purposes thereof: <https://www.haskinsstationmetrodistrict.com/>.

30. The Board hereby directs legal counsel to prepare and record with the County Clerk and Recorder updates to the disclosure statement notice and map required by § 32-1-104.8, C.R.S., if additional property is included within the District's boundaries.

31. In accordance with § 38-35-109.5(2), C.R.S., the District hereby designates the President of the Board as the official who shall record any instrument conveying title of real property to the District within thirty (30) days of any such conveyance.

32. The Board hereby affirms the adoption of the corporate seal in substantially the form appearing on the signature page of this resolution in accordance with § 32-1-902, C.R.S., regardless of whether initially produced electronically or manually. The requirement of any District resolution, proceeding or other document to "affix" the District seal thereto, including for the purpose of satisfying any applicable State law, shall be satisfied by manual impression or print, facsimile reproduction or electronic reproduction, or inclusion of the image of such seal. Without limiting the foregoing, any electronic production or reproduction of the image of the seal shall constitute an electronic record of information, as defined in the Uniform Electronic Transactions Act, and the Board hereby authorizes its use in accordance with the authority provided by § 24-71.3-118, C.R.S.

33. The Board directs the District's Accountant to prepare and submit the documentation required by any continuing disclosure obligation signed in conjunction with the issuance of debt by the District.

34. The Board directs legal counsel to monitor, and inform the Board of, any legislative changes that may occur throughout the year.

35. In the event the District has not engaged an accountant or a manager, the Board hereby directs legal counsel to undertake all actions designated in this Resolution to the District accountant or the District's Manager until such time as an accountant or manager, as applicable, is engaged by the District.

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ADOPTED NOVEMBER 20, 2024

(SEAL)



DISTRICT:

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: 
[Chris Elliott \(Jan 21, 2025 17:47 MST\)](#)
Officer of the District

Attest:

By: *Corey Elliott*
[Corey Elliott \(Jan 22, 2025 10:27 MST\)](#)

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

Kristi J. Bowers
General Counsel to the District

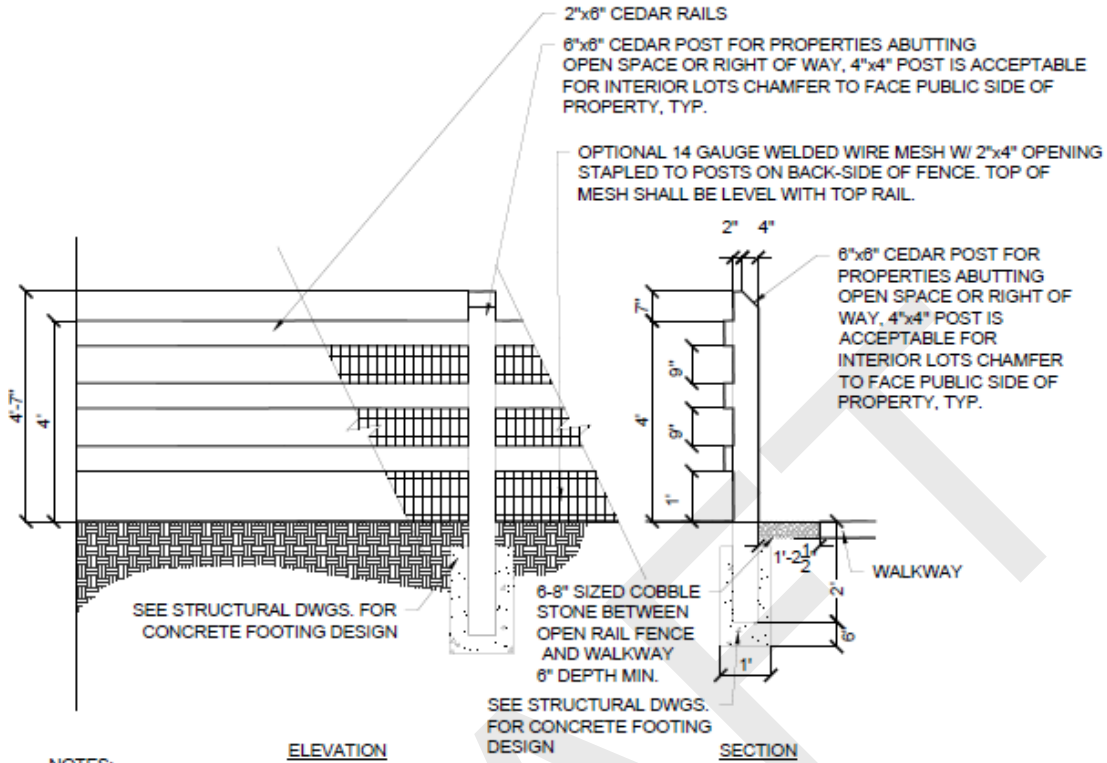
HASKINS STATION METROPOLITAN DISTRICT
COMMUNITY GARDEN PROJECT SCOPE OF WORK

Date: December 16, 2024

The following is a list and description of improvements to be constructed and/or installed under the Scope of Work for the Haskins Station Metropolitan District Community Garden Project, to be completed in the spring of 2025 in Haskins Station Tract B, in accordance with the details provided below and on the attached specifications EXHIBIT.

<i>Site Grading:</i>	Contractor shall grade and prepare site for construction and installation of improvements below, as needed.
<i>Garden Planters:</i>	Contractor shall install 20 raised garden planter boxes with 8'(L) X 4'(W) X 2'(H) dimensions. Planter boxes shall be constructed of cedar or redwood timber and have minimum of 4' separation from adjacent planters.
<i>Crusher Fines Ground Cover:</i>	Contractor shall install crusher fines ground cover in between raised garden planters per specifications provided on attached exhibit.
<i>Amended Topsoil for Planters:</i>	Contractor shall provide and install amended topsoil mix for each raised garden planter box at a minimum depth of 18".
<i>Irrigation:</i>	Contractor shall tap into existing adjacent irrigation system mainline to install four (4) total yard hydrant fixtures, each located for uniform access to each quadrant of the community garden footprint. A gate valve shall be installed on the Community Garden irrigation system for isolation from rest of system. See enclosed irrigation plan for existing irrigation system details.
<i>Three Rail Fence with Wire Mesh with Gate:</i>	Contractor shall install three rail fence with wire mesh and gate around 360 liner foot perimeter of Community Garden, per the specifications detailed on the attached exhibit. Fence shall be stained per specification on detail.
<i>Shed with Concrete Pad:</i>	Contractor shall install a min 4" thick concrete pad and a 6' X 6' shed constructed in accordance with the specifications provided on the attached exhibit, or built to an equivalent type and specification approved by the District.
<i>Bench with Concrete Pad:</i>	Contractor shall install a min 4" thick reinforced concrete pad and park bench per the specifications detailed on attached exhibit. MANUFACTURER: SUPERIOR RECREATIONAL PRODUCTS. MODEL: #B6WBMETRO.
<i>Trash Receptacle:</i>	Contractor shall install a 32 gallon trash receptacle per the specifications detailed on the attached exhibit. MANUFACTURER: SUPERIOR RECREATIONAL PRODUCTS. MODEL: #TR32METRO.

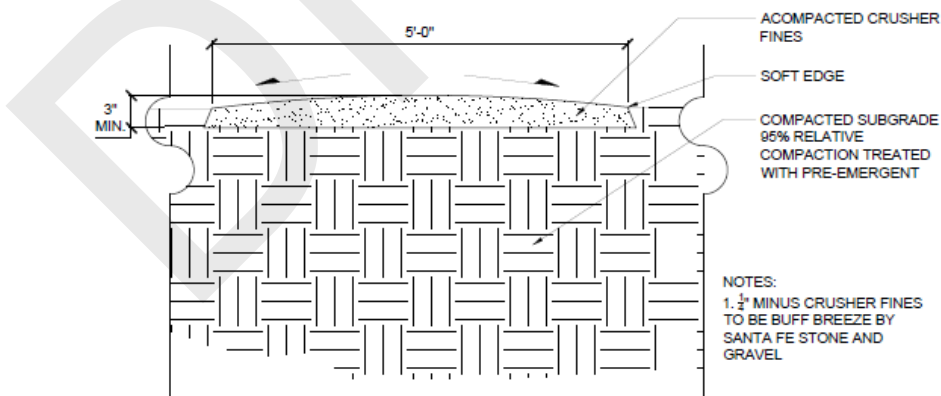
HASKINS STATION MD COMMUNITY GARDEN SPECIFICATIONS EXHIBIT



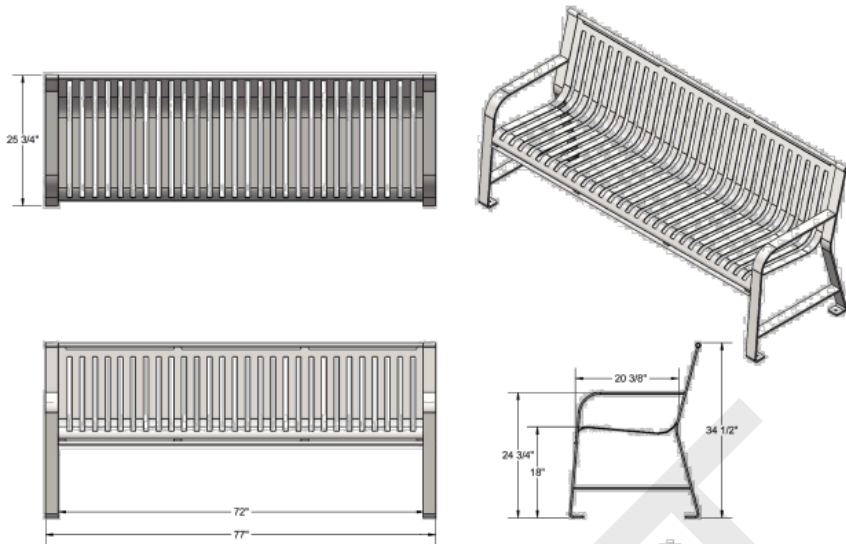
NOTES:

1. CEDAR POST TO FACE PUBLIC SIDE OF PROPERTY WHEN BORDERING OPEN SPACE OR STREET.
2. CONTACT FENCE CONTRACTOR OR STRUCTURAL ENGINEER FOR FOOTING DESIGN
3. ALL PERIMETER FENCING SHALL BE STAINED BEHR TRANSPARENT WATERPROOFING WOOD FINISH PART #401 CEDAR NATURALTONE OR APPROVED EQUAL.
4. THIS FENCE TYPE IS ALLOWABLE, BUT NOT REQUIRED, ON ALL LOTS EXCEPT FOR SINGLE FAMILY ALLEY ACCESS HOMES.

1 4' HIGH THREE-RAIL FENCE
SCALE: NOT TO SCALE



3 CRUSHER FINES PATH
SCALE: 1" = 1'-0"



PRODUCT SPECIFICATIONS

**B6WBMETRO
OXFORD BENCH WITH BACK**

Seats: Seat dimensions are 18-3/4" x 24-1/2" x 72". 7 gauge die formed flat steel plate with laser cut design. Reinforced with 3/4" solid steel rod. Electrically MIG welded.

Frame: Legs are 3/8" steel plate. Electrically MIG welded.

Seat & Frame Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Dimensions: 6' portable/surface mount bench with back. Seat is 24-1/2" wide x 72" long. Seat height is 18" from the ground to the top of the seat. The overall dimensions are 77" x 25-3/4" x 34-1/2".

**MANUFACTURER: SUPERIOR
RECREATIONAL PRODUCTS
MODEL: #B6WBMETRO
CONTACT: 1050 COLUMBIA DR.
CARROLITON,
GEORGIA 30117
866.547.4281**

- NOTE:**
1. BENCH TO POWDER COATED BLACK
 2. BENCHES TO BE MOUNTED ON CONCRETE SLAB. MIN. 4" THICK REINF. CONCRETE SLAB TO EXTEND 4" BEYOND LEGS, EACH DIRECTION, AND SET ON 6" OF AGGREGATE BASE.

5 BENCH
SCALE: NOT TO SCALE

PRODUCT SPECIFICATIONS

**TR32METRO
36 GALLON TRASH RECEPTACLE**

Receptacle: Receptacle is fabricated from 12 gauge steel sheet. Top ring is 5/8" rod. Stiffener rings are 1/4" steel plate. Bottom plate is fabricated from 12 gauge sheet steel precision punched. Hinges are .093" Steel Plate with steel bushings. All electrically MIG welded.

Door: Door is fabricated from 12 gauge steel sheet. Top and Bottom Door Stiffener rings are 1/4" steel plate.

Receptacle Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

Receptacle Dimensions: 42-3/4" high x 31-1/2" in diameter x 36 gallon capacity.

32 GALLON FLAT TOP

Material: Top plate shall be fabricated from 18 gauge steel flat, spun to form.


Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior mechanical performance, impact resistance and UV-stability.

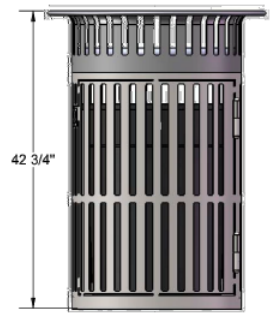
Top Dimensions: Center opening shall be an 8" inside diameter. The overall dimensions shall be 24" x 2" high.

32 GALLON LINER: Made of heavy duty plastic.

Overall Dimensions Including Top: 31-1/2" in diameter x 42-3/4" high x 36 gallon capacity.

NOTE: Receptacle may come assembled.





**MANUFACTURER: SUPERIOR
RECREATIONAL PRODUCTS
MODEL: #TR32METRO
CONTACT: 1050 COLUMBIA DR.
CARROLITON,
GEORGIA 30117
866.547.4281**

6 TYP. TRASH RECEPTACLE
SCALE: NOT TO SCALE



TUFF SHED. SR-600. 6'X 6'. SIDING PAINT: Gray By Me. TRIM PAINT: Delicate White. ROOF:
3-Tab Shingles; Golden Cedar.

HASKINS STATION METROPOLITAN DISTRICT COMMUNITY GARDEN PROJECT BID SUMMARY

		Keesen	Verve Development	Environmental Designs	Environmental Landworks Company, Inc. (ELCI)
DESCRIPTION	QTY				
Site Grading	1	1,542.80	2,000.00	3,894.60	13,042.00
Raised Planters (8' X 4' X 2')	20	11,930.26	12,000.00	12,148.57	34,700.00
Crusher Fines Ground Cover	6,433 SF	8,706.18	6,000.00	7,025.28	11,193.00
Amended Topsoil for Planters	40 CY	4,276.97	5,000.00	8,064.00	5,266.00
Irrigation	1	3,445.50	7,000.00	7,566.00	5,762.00
Three Rail Fence with Wire Mesh and Gate	360 LF	16,704.00	20,790.00	20,595.81	23,897.00
Shed with Concrete Pad	1	6,890.76	7,554.00	5,631.20	6,791.00
Bench with Concrete Pad	1	4,245.38	5,884.00	4,667.00	6,502.00
Trash Receptacle	1	2,200.00	3,267.00	3,327.15	5,316.00
TOTAL COST		\$ 59,941.85	\$ 69,495.00	\$ 72,919.61	\$ 112,469.00

**HASKINS STATION METROPOLITAN DISTRICT
COMMUNITY GARDEN PROJECT BID SCHEDULE**

Proposal Submission Deadline: January 16, 2025

Proposal Submitted by: Keesen Landscape- Joel Hiatt
(CONTRACTOR)

CONTRACT SERVICES

ALL PRICES TO INCLUDE ANY RELEVANT LABOR, MOBILIZATION, SHIPPING, AND DELIVERY COSTS

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Site Grading	1	\$ 1542.80	\$ 1542.80
Raised Planters (8' X 4' X 2')	20	\$ 11930.26	\$ 11930.26
Crusher Fines Ground Cover	6,433 SF	\$ 8706.18	\$ 8706.18
Amended Topsoil for Planters	40 CY	\$ 4276.97	\$ 4276.97
Irrigation	1	\$ 3445.50	\$ 3445.50
Three Rail Fence with Wire Mesh and Gate	360 LF	\$ 16704.00	\$ 16704.00
Shed with Concrete Pad	1	\$ 6890.76	\$ 6890.76
Bench with Concrete Pad	1	\$ 4245.38	\$ 4245.38
Trash Receptacle	1	\$ 2200.00	\$ 2200.00
TOTAL CONTRACT PRICE			\$ 59,941.85

HASKINS STATION METROPOLITAN DISTRICT
COMMUNITY GARDEN PROJECT BID SCHEDULE

Proposal Submission Deadline: January 16, 2025

Proposal Submitted by: Verve Development
(CONTRACTOR)

CONTRACT SERVICES

ALL PRICES TO INCLUDE ANY RELEVANT LABOR, MOBILIZATION, SHIPPING, AND DELIVERY COSTS

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Site Grading	1	\$ 2,000	\$ 2,000.00
Raised Planters (8' X 4' X 2')	20	\$ 600	\$ 12,000.00
Crusher Fines Ground Cover	6,433 SF	\$.93	\$ 6,000.00
Amended Topsoil for Planters	40 CY	\$ 125	\$ 5,000.00
Irrigation	1	\$ 7,000	\$ 7,000.00
Three Rail Fence with Wire Mesh and Gate	360 LF	\$ 57.75	\$ 20,790.00
Shed with Concrete Pad	1	\$ 7,554	\$ 7,554.00
Bench with Concrete Pad	1	\$ 5,884.	\$ 5,884.00
Trash Receptacle	1	\$ 3,267	\$ 3,267.00
TOTAL CONTRACT PRICE			\$ 69,495

HASKINS STATION METROPOLITAN DISTRICT
COMMUNITY GARDEN PROJECT BID SCHEDULE

Proposal Submission Deadline: January 16, 2025

Proposal Submitted by: Environmental Designs

(CONTRACTOR)

CONTRACT SERVICES

ALL PRICES TO INCLUDE ANY RELEVANT LABOR, MOBILIZATION, SHIPPING, AND DELIVERY COSTS

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Site Grading	1	\$	\$ 3,894.60
Raised Planters (8' X 4' X 2')	20	\$607	\$12,148.57
Crusher Fines Ground Cover	6,433 SF	\$	\$7025.28
Amended Topsoil for Planters	40 CY	\$	\$8,064
Irrigation	1	\$	\$7,566
Three Rail Fence with Wire Mesh and Gate	360 LF	\$	\$20,595.81
Shed with Concrete Pad	1	\$	\$5,631.20
Bench with Concrete Pad	1	\$	\$4,667.
Trash Receptacle	1	\$	\$3,327.15
		TOTAL CONTRACT PRICE	\$ <u>\$72,919.61</u>

HASKINS STATION METROPOLITAN DISTRICT
COMMUNITY GARDEN PROJECT BID SCHEDULE

Proposal Submission Deadline: January 16, 2025

Proposal Submitted by: Environmental Landworks Company, Inc.

(CONTRACTOR)

CONTRACT SERVICES

ALL PRICES TO INCLUDE ANY RELEVANT LABOR, MOBILIZATION, SHIPPING, AND DELIVERY COSTS

DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
Site Grading	1	\$ 13,042.00	\$ 13,042.00
Raised Planters (8' X 4' X 2')	20	\$ 1,735.00	\$ 34,700.00
Crusher Fines Ground Cover	6,433 SF	\$ 1.74	\$ 11,193.00
Amended Topsoil for Planters	40 CY	\$ 131.65	\$ 5,266.00
Irrigation	1	\$ 5,762.00	\$ 5,762.00
Three Rail Fence with Wire Mesh and Gate	360 LF	\$ 66.38	\$ 23,897.00
Shed with Concrete Pad	1	\$ 6,791.00	\$ 6,791.00
Bench with Concrete Pad	1	\$ 6,502.00	\$ 6,502.00
Trash Receptacle	1	\$ 5,316.00	\$ 5,316.00
		TOTAL CONTRACT PRICE	\$ 112,469.00

**RESOLUTION
OF THE BOARD OF DIRECTORS OF
HASKINS STATION METROPOLITAN DISTRICT**

REGARDING APPOINTMENT OF THE ARCHITECTURAL REVIEW COMMITTEE

WHEREAS, Haskins Station Metropolitan District (the “**District**”) is a quasi-municipal corporations and political subdivisions of the State of Colorado; and

WHEREAS, pursuant to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions of Haskins Station, recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado at Reception No. 2019101739 on October 25, 2019 (the “**Declaration**”), the Board of Directors (the “**Board**”) of the District is authorized to appoint and remove the members of the Architectural Review Committee, as defined in the Declaration, which is to consist of three (3) or more natural persons; and

WHEREAS, pursuant to that certain Resolution of the Board of Directors of Haskins Station Metropolitan District Regarding Appointment of the Architectural Review Committee, adopted by the Board on October 19, 2022, the Board previously appointed three persons to the Architectural Review Committee; and

WHEREAS, the previously appointed members of the Architectural Review Committee have resigned and the Board desires to appoint new members of the Architectural Review Committee as set forth in the Declaration.

NOW THEREFORE, the Board hereby adopts this Resolution to appoint members of the Architectural Review Committee.

1. Appointment of Members of the Architectural Review Committee. The following individuals are hereby appointed to the Architectural Review Committee in accordance with Section 4.1.1 of the Declaration:

2. Effective Date. This Resolution shall be effective as of January 27, 2025.

[The remainder of this page left blank.]

Approved and adopted this 27th day of January, 2025.

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

Officer of the District

ATTEST:

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District

Signature page to Resolution Regarding Appointment of the Architectural Review Committee

ACCESS EASEMENT
AND MAINTENANCE AGREEMENT
(Pet Waste Station & Community Posting Board)

This ACCESS EASEMENT AND MAINTENANCE AGREEMENT (the “**Agreement**”) is made and entered into as of January 27, 2025, among **SSM RIDGE, LLC**, a Colorado limited liability company, whose address is 7353 S. Alton Way, Suite A-100, Centennial, CO 80112 (“**SSM Ridge**”) and **HASKINS STATION METROPOLITAN DISTRICT**, a quasi-municipal corporation and political subdivision of the State of Colorado, which address is c/o White Bear Ankele Tanaka & Waldron, 2154 East Commons Avenue, Suite 2000, Centennial, CO 80122 (the “**District**”). SSM Ridge and the District are referred to herein as individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

WHEREAS, the District was organized pursuant to and in accordance with the provisions of §§ 32-1-101, *et seq.*, C.R.S. for the purpose of constructing, financing, operating and maintaining certain public facilities and improvements for itself, its taxpayers, residents and users; and

WHEREAS, pursuant to § 32-1-1001(1)(d)(I), C.R.S., the District is empowered to enter into contracts and agreements affecting the affairs of the District; and

WHEREAS, pursuant to § 32-1-1001(1)(f), C.R.S., the District has the power to acquire, dispose of, and encumber real and personal property including, without limitation, rights and interests in property, leases, and easements necessary to the functions or the operation of the District;

WHEREAS, SSM Ridge owns the property more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property**”); and

WHEREAS, SSM Ridge desires to grant to the District a non-exclusive, temporary easement on the Property for the purpose of acquiring, financing, installing, and maintaining a pet waste station to promote and facilitate the upkeep of the community’s appearance, and a community posting board to provide updates to the community regarding upcoming events and pertinent information for taxpayers, residents, and the general public; and

WHEREAS, in exchange for the easement the District agrees pay the costs to acquire, install, and maintain both a pet waste station and a community posting board; and

NOW, THEREFORE, in consideration of the mutual covenants and promises expressed herein, the Parties hereby agree as follows:

COVENANTS AND AGREEMENT

1. Temporary Easement.

a. Grant of Easement to the District. SSM Ridge hereby grants, sells, bargains and conveys to the District, its successors, assigns, agents, employees, contractors, and licensees a non-exclusive, temporary easement, together with all rights and privileges as or incidental to the District's full use and enjoyment of its easement rights, on, over, above, under, across, and through the Property for the purpose of acquiring, financing, installing, and maintaining a pet waste station and a community posting board (the "**Easement**").

b. Non-Exclusive; Reservation of Rights. The Easement granted herein is non-exclusive and subject to all former grants, easements, and title burdens of record, including, without limitation, the reservation of any access and utility easements as shown on the Haskins Station Subdivision Final Plat, recorded in the official records of Jefferson County, State of Colorado, on September 19, 2019 at Reception #2019086375 (the "**Plat**") and any amendments thereto. SSM Ridge hereby reserves the right, as owner of the Property, to create and grant other easements, rights and privileges on, over, under, across and through the Property and SSM Ridge retains the right to use and occupy all or any portion of the Property; provided that no such use, occupancy, creation or grant shall prohibit or unreasonably restrict, interfere with or impair, the exercise of the rights and privileges granted to the District in this Agreement.

2. Ownership of Pet Waste Station and Community Posting Board. The Parties hereby acknowledge and agree that the pet waste station and community posting board located on the Property is owned by the District. SSM Ridge shall have no ownership interest or rights in the pet waste station or community posting board.

3. The District's Obligations. Commencing on January 27, 2025, the District shall be solely responsible for the costs to acquire, install, and maintain a pet waste station and a community posting board.

a. The District shall notify SSM Ridge immediately of any and all damage caused by the District, its contractor(s) or third parties to the pet waste station and/or community posting board. In addition, the District shall promptly notify SSM Ridge of all potential liability claims related to the pet waste station and/or community posting board of which it becomes aware. The District further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential liability claim, while maintaining public safety, and to grant to SSM Ridge the opportunity to review and inspect such evidence, including the scene of any damage or accidents.

4. Termination. At such time as the Property is conveyed to and accepted by the District for ownership, operations, and maintenance, this Agreement shall automatically terminate without further action by the Parties.

5. Notice. Any and all notices and demands given under this Agreement shall be deemed to have been given and received on the earliest to occur of the following: (a) upon personal delivery to the referenced party; or (b) three days after deposit in the United States Mail, postage prepaid, first class mail, addressed to the applicable Party at the addresses listed below, or at such other addresses as may be designated by any part by written notice from time to time, given in accordance herewith.

To SSM Ridge:	SSM Ridge, LLC 7353 S. Alton Way, A-100 Centennial, CO 80112 Attention: Christopher Elliott
To the District:	Haskins Station Metropolitan District c/o White Bear Ankele Tanaka & Waldron 2154 East Commons Avenue, Suite 2000 Centennial, CO 80122 Attention: Kristin Bowers

6. Subject to Annual Appropriation and Budget. The District does not intend hereby to create a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever. The performance of all financial obligations of the District under this Agreement are subject to annual appropriation, budgeting, and availability of funds to discharge such obligations. Nothing in this Agreement constitutes a pledge of the District credit or faith, directly or indirectly, to SSM Ridge. No provision of this Agreement shall be construed or interpreted as a delegation of governmental powers by the District, or as creating a multiple-fiscal year direct or indirect debt or other financial obligation whatsoever of the District or statutory debt limitation, including, without limitation, Article X, Section 20 or Article XI, Section 6 of the Constitution of the State of Colorado. No provision of this Agreement shall be construed to pledge or create a lien on any class or source of District funds.

7. No Third-Party Beneficiaries. This Agreement is not intended nor shall it be construed to create any third-party beneficiary rights in any person who is not expressly referenced herein as a Party benefited or burdened hereby.

8. Subjacent and Lateral Support. The District shall have and exercise the right of subjacent and lateral support to whatever extent is necessary or convenient for the District's full use and enjoyment of the Easement.

9. Subject to Matters of Record. This Agreement and the rights granted hereunder shall be subject to any existing liens and/or encumbrances affecting the Property.

10. Attorney's Fees. Should any legal proceeding be brought in connection with this Agreement, including without limitation, actions based on contract, tort or statute, the prevailing party in such action shall be awarded all costs and expenses incurred in connection with such action, including reasonable attorneys' fees. The provisions of this Section shall survive the expiration or the termination of the Agreement.

11. Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify, in whole or in part, any governmental immunity that may be available by law to the District, its respective officials, employees, contractors, or agents, or any other person acting on behalf of the District and, in particular, governmental immunity afforded or available to the District pursuant to §§ 24-10-101, *et seq.*, C.R.S. (the "**Governmental Immunity Act**").

12. Binding Agreement. Each and every one of the benefits and burdens hereunder shall run with the land and shall inure to and be binding upon the respective legal representatives, heirs, successors, executors, administrators, and assigns of the parties hereto.

13. Governing Law. The terms, covenants, and provisions of this Agreement shall be governed by and construed under the applicable laws of the State of Colorado. Venue shall be proper in Jefferson County, Colorado.

14. Modification. This Agreement cannot be modified, except in a writing signed by the parties hereto, their successors or assigns, as applicable.

15. Assignment. This Agreement may not be assigned by either Party and any attempt to do so shall be null and void.

16. Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remaining terms and provisions of this Agreement, or the application of such terms or provisions to the person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

17. No Waiver. The delay or failure by a Party at any time to require the other Party to perform or comply with any term or provision of this Agreement, or the delay or failure by a Party at any time in exercising any right, option or remedy which such Party has under this Agreement, shall not be construed as a waiver of any such performance, compliance, right, option or remedy. No waiver by a Party of any of the terms or provisions of this Agreement shall be valid and enforceable as against such Party unless such waiver is in writing and signed by such Party, and any such written waiver shall be valid and enforceable only to the extent and with respect to the circumstances specifically stated therein. The waiver by a Party of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach of such term or provision, or a waiver of the term or provision itself.

18. Time is of the Essence. The parties hereby acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, obligation and provision of this Agreement.

19. Construction. The use herein of (i) the neuter gender includes the masculine and the feminine, and (ii) the singular number includes the plural, whenever the context so requires. Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.

21. Authority of Signatories. The individuals executing this Agreement warrant and represent that they are duly authorized to execute and deliver this Agreement on behalf of the Parties.

22. Recitals. The recitals set forth at the start of this Agreement are incorporated herein by this reference as if restated herein in full.

23. Recording. Upon the execution of this Agreement, this Agreement shall be recorded in the real property records of the Clerk and Recorder of Jefferson County, Colorado.

[Signature Page Follows.]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

SSM RIDGE:

SSM RIDGE, LLC, a Colorado limited liability company

By: _____

Name: Christopher Elliott

Title: Manager

STATE OF COLORADO)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Christopher Elliott as Manager of SSM Ridge, LLC.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

DISTRICT:

HASKINS STATION METROPOLITAN DISTRICT, a quasi-municipal corporation and political subdivision of the State of Colorado

By: _____

Name: _____

Title: _____

STATE OF COLORADO

)

) ss:

COUNTY OF _____

)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by _____ as _____ of Haskins Station Metropolitan District.

WITNESS my hand and official seal.

My Commission Expires: _____

Notary Public

Exhibit A
Property

Haskins Station Subdivision, Block 3, Tract H.

DRAFT



MANUFACTURER: DOGIPOT
MODEL: ALL ALUMINUM
DOGIPOT® PET STATION
(#1003A-L)
CONTACT: DOGIPOT®
2100 Principal Row,
Suite 405
Orlando, FL 32837
800.364.7681

DOG SERVICE STATION

SCALE: NOT TO SCALE

<https://dogipot.com/pet-stations/>

Trail Sign with Post - Cedar



[More Images](#)

Post instructions, directories or maps at parks or on camp trails.

- Shatterproof, clear plastic windows with lock.
- Thick 1/4" corkboard.
- Recycled plastic frame and post are weather and graffiti resistant.
- [Push Pins](#) available.

SPECIFY COLOR:

MODEL NO.	DESCRIPTION	SIZE L x W x H	WT. (LBS.)	PRICE EACH		COLOR	IN STOCK SHIPS TODAY
				1	3+		
H-7975CEDAR	Trail Sign w/ Post	20 x 4 x 100"	70	\$620	\$600	■ Cedar ▾	<input type="text" value="1"/> ADD

SHIPS VIA MOTOR FREIGHT

<https://www.uline.com/Product/Detail/H-7975CEDAR/Outdoor-Furniture-and-Equipment/Trail-Sign-with-Post-Cedar>



January 23, 2025

WORK ORDER #115133

PROPOSAL FOR

Haskins Station Metro Dist.
5286 N Robb St.
Arvada, CO 80002

Thank you for allowing us to provide you a quote to perform the work we discussed. We will work out a schedule with you to complete the work once you sign and return this proposal. You may send it via email to service@keesenlandscape.com or fax it to (303) 761-3466. While we do not anticipate any changes to the total cost, Keesen Landscape Management, Inc. does reserve the right to review any proposal that is over 30 days old.

DESCRIPTION OF WORK TO BE PERFORMED

Additional Amenities Installation

Installation of one DogiPot Station model #1003A-L in turf area as well as one Cedar Trail Sign model# H-7975Cedar.

Both units will be installed per map provided. turf will be peeled back, appropriate hole dug per spec, concrete placed, soil reinstalled and turf reinstalled.

*Irrigation modifications will be assessed and performed on T&M basis upon client confirmation.

Sale	\$2,482.44
Sales Tax	\$0.00
Total	\$2,482.44

**HASKINS STATION METRO DIST.
WORK ORDER SUMMARY**

INCLUDED SERVICES	SALES TAX	TOTAL COST
DogiPot #1003A-L Labor	\$0.00	\$312.00

DogIPot #1003A-L Materials	\$0.00	\$690.00
Trail Sign w/ Post Labor	\$0.00	\$312.00
Trail Sign w/ Post Materials	\$0.00	\$945.00
Trail Sign w/ Post Shipping and Procurement	\$0.00	\$223.44
	\$0.00	\$2,482.44

Note: Unless otherwise specified, supplemental watering is not included in this proposal. If additional watering is necessary to protect plant material warranty, a separate proposal will be submitted.

Note: New plant material will be covered by a 1 year/1 replacement warrant. This does not cover any plant material not connected to working irrigation, owner negligence or circumstances beyond our control including freeze and rodent damage. This includes trees, shrubs and perennial plant material only.

Force Majeure and Delays

Landscape Contractor’s installation and warranty obligations under this work order are accepted subject to strikes, labor troubles (including strikes or labor troubles affecting any suppliers of Landscape Contractor), floods, fires, acts of God, accidents, delays, shortages of equipment, contingencies of transportation, and other causes of like or different character beyond the control of the Landscape Contractor. Impossibility of performance by reason of any legislative, executive, or judicial act of any government authority shall excuse performance of or delay in performance of this work order.

By 

 Joel Hiatt

By _____

Date 1/23/2025

Date _____

**Keesen Landscape Management,
 Inc.**

**HASKINS STATION METRO
 DIST.**

Note: Unless otherwise specified in the work order, all required irrigation repairs/modifications will be done on a time and materials basis at contracted rates.

**Haskins Station Metro District
Interim Check List**

November 11, 2024 - January 22, 2025

Check Date	Vendor	Invoice	Invoice Date	Amount	General	Operations	Bonds	Capital	Total
11/20/2024	CPS, Inc	1754	10/24/2024	\$ 924.56	\$ -	\$ 924.56	\$ -	\$ -	\$ 924.56
11/20/2024	CliftonLarsonAllen, LLP	L241723236	9/30/2024	10,111.66	6,536.86	3,574.80	-	-	10,111.66
11/20/2024	White Bear Ankele Tanaka & Waldron	37666	10/31/2024	2,228.19	2,228.19	-	-	-	2,228.19
11/21/2024	White Bear Ankele Tanaka & Waldron	37677	10/31/2024	4,124.12	-	4,124.12	-	-	4,124.12
12/23/2024	CPS, Inc	1760	11/19/2024	831.00	-	831.00	-	-	831.00
12/23/2024	CPS, Inc	1766	12/5/2024	782.00	-	782.00	-	-	782.00
12/23/2024	CliftonLarsonAllen, LLP	L241791556	10/31/2024	9,019.26	5,470.17	3,549.09	-	-	9,019.26
12/23/2024	Colorado Special Districts Property and Liability	25PL-61712-1579	12/1/2024	2,076.00	2,076.00	-	-	-	2,076.00
12/23/2024	Colorado Special Districts Property and Liability	25WC-61712-0912	12/1/2024	450.00	450.00	-	-	-	450.00
12/23/2024	Ranger Engineering, LLC	2025	11/15/2024	262.50	-	-	-	262.50	262.50
12/23/2024	TCW Risk Management	14213	10/8/2024	695.00	695.00	-	-	-	695.00
12/23/2024	White Bear Ankele Tanaka & Waldron	38163	11/30/2024	5,029.79	5,029.79	-	-	-	5,029.79
12/23/2024	White Bear Ankele Tanaka & Waldron	38174	11/30/2024	4,110.00	-	4,110.00	-	-	4,110.00
				\$ 40,644.08	\$ 22,486.01	\$ 17,895.57	\$ -	\$ 262.50	\$ 40,644.08

HASKINS STATION METRO DISTRICT

FINANCIAL STATEMENTS

DECEMBER 31, 2024

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**Haskins Station Metro District
Balance Sheet - Governmental Funds
December 31, 2024**

	<u>General</u>	<u>Operations Fee</u>	<u>Debt Service</u>	<u>Total</u>
Assets				
Checking Account	\$ 1,449.85	\$ 125,933.47	\$ 3,014.11	\$ 130,397.43
UMB 2019A Bond Fund	-	-	426.04	426.04
UMB 2019A Reserve Fund	-	-	623,286.18	623,286.18
Accounts Receivable	-	26,608.11	-	26,608.11
Receivable from County Treasurer	604.34	-	2,124.58	2,728.92
Property Tax Receivable	75,658.00	-	260,924.00	336,582.00
Prepaid Insurance	3,221.00	-	-	3,221.00
Prepaid Expenses	-	600.00	3,000.00	3,600.00
Total Assets	<u>\$ 80,933.19</u>	<u>\$ 153,141.58</u>	<u>\$ 892,774.91</u>	<u>\$ 1,126,849.68</u>
Liabilities				
Accounts Payable	\$ 6,579.04	\$ 11,392.03	\$ -	\$ 17,971.07
Prepaid Assessments	-	597.87	-	597.87
Due to Arvada URA	16.27	-	57.19	73.46
Total Liabilities	<u>6,595.31</u>	<u>11,989.90</u>	<u>57.19</u>	<u>18,642.40</u>
Deferred Inflows of Resources				
Deferred Property Tax	75,658.00	-	260,924.00	336,582.00
Total Deferred Inflows of Resources	<u>75,658.00</u>	<u>-</u>	<u>260,924.00</u>	<u>336,582.00</u>
Fund Balances	<u>(1,320.12)</u>	<u>141,151.68</u>	<u>631,793.72</u>	<u>771,625.28</u>
Liabilities and Fund Balances	<u>\$ 80,933.19</u>	<u>\$ 153,141.58</u>	<u>\$ 892,774.91</u>	<u>\$ 1,126,849.68</u>

Haskins Station Metro District
General Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2024

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 59,387.00	\$ 55,762.64	\$ 3,624.36
Property Taxes - URA	48,187.00	46,219.91	1,967.09
Specific ownership taxes	6,986.00	7,039.90	(53.90)
Interest Income	200.00	131.64	68.36
Total Revenue	<u>114,760.00</u>	<u>109,154.09</u>	<u>5,605.91</u>
Expenditures			
Accounting	30,000.00	35,306.68	(5,306.68)
Auditing	5,700.00	5,700.00	-
County Treasurer's Fee	891.00	838.41	52.59
Dues and Membership	333.00	332.81	0.19
Insurance	3,121.00	3,371.00	(250.00)
Legal	50,000.00	46,789.42	3,210.58
Contingency	2,603.00	-	2,603.00
Total Expenditures	<u>92,648.00</u>	<u>92,338.32</u>	<u>309.68</u>
Other Financing Sources (Uses)			
Transfers to other fund	(17,352.00)	(17,614.18)	262.18
Total Other Financing Sources (Uses)	<u>(17,352.00)</u>	<u>(17,614.18)</u>	<u>262.18</u>
Net Change in Fund Balances	4,760.00	(798.41)	5,558.41
Fund Balance - Beginning	(521.00)	(521.71)	0.71
Fund Balance - Ending	<u>\$ 4,239.00</u>	<u>\$ (1,320.12)</u>	<u>\$ 5,559.12</u>

Haskins Station Metro District
Operations Fee Fund Statement of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Operations Fees - Recurring	\$ 75,000.00	\$ 122,713.69	\$ (47,713.69)
Operations Fees - Transfer	43,200.00	59,400.00	(16,200.00)
Total Revenue	<u>118,200.00</u>	<u>182,113.69</u>	<u>(63,913.69)</u>
Expenditures			
Insurance	5,000.00	-	5,000.00
District management	29,000.00	50,885.96	(21,885.96)
Billing	26,500.00	36,693.44	(10,193.44)
Covenant enforcement	12,000.00	12,558.90	(558.90)
Repairs and maintenance	5,000.00	-	5,000.00
Landscaping	25,000.00	-	25,000.00
Snow removal	20,000.00	-	20,000.00
Water	3,000.00	-	3,000.00
Electricity	1,000.00	-	1,000.00
Lighting	1,000.00	-	1,000.00
Website	1,000.00	1,440.00	(440.00)
Park Equipment	1,000.00	-	1,000.00
Contingency	500.00	-	500.00
Total Expenditures	<u>130,000.00</u>	<u>101,578.30</u>	<u>28,421.70</u>
Net Change in Fund Balances	(11,800.00)	80,535.39	(92,335.39)
Fund Balance - Beginning	28,438.00	60,616.29	(32,178.29)
Fund Balance - Ending	<u>\$ 16,638.00</u>	<u>\$ 141,151.68</u>	<u>\$ (124,513.68)</u>

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

SUPPLEMENTARY INFORMATION

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Haskins Station Metro District
Debt Service Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2024

	<u>Annual Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Property taxes	\$ 210,152.00	\$ 196,035.84	\$ 14,116.16
Property Taxes - URA	169,404.00	162,488.00	6,916.00
Specific ownership taxes	14,711.00	24,749.05	(10,038.05)
Interest Income	35,000.00	42,541.00	(7,541.00)
Total Revenue	<u>429,267.00</u>	<u>425,813.89</u>	<u>3,453.11</u>
Expenditures			
County Treasurer's Fee	3,152.00	2,947.50	204.50
Paying agent fees	7,000.00	7,000.00	-
Bond interest	513,000.00	513,000.00	-
Bond principal	120,000.00	120,000.00	-
Contingency	1,848.00	-	1,848.00
Total Expenditures	<u>645,000.00</u>	<u>642,947.50</u>	<u>2,052.50</u>
Net Change in Fund Balances	(215,733.00)	(217,133.61)	1,400.61
Fund Balance - Beginning	845,541.00	848,927.33	(3,386.33)
Fund Balance - Ending	<u>\$ 629,808.00</u>	<u>\$ 631,793.72</u>	<u>\$ (1,985.72)</u>

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

Haskins Station Metro District
Capital Projects Fund Schedule of Revenues, Expenditures and Changes in
Fund Balances - Budget and Actual
For the Period Ending December 31, 2024

	<u>Amended Budget</u>	<u>Actual</u>	<u>Variance</u>
Revenues			
Other Revenue	\$ 392,250.00	\$ -	\$ 392,250.00
Total Revenue	<u>392,250.00</u>	<u>-</u>	<u>392,250.00</u>
Expenditures			
Accounting	1,584.00	1,582.94	1.06
Public Improvements	603,711.00	603,711.19	(0.19)
Engineering	2,455.00	2,717.86	(262.86)
Contingency	392,250.00	-	392,250.00
Total Expenditures	<u>1,000,000.00</u>	<u>608,011.99</u>	<u>391,988.01</u>
Other Financing Sources (Uses)			
Developer advance	603,711.00	603,711.19	(0.19)
Transfers from other funds	17,352.00	17,614.18	(262.18)
Total Other Financing Sources (Uses)	<u>621,063.00</u>	<u>621,325.37</u>	<u>(262.37)</u>
Net Change in Fund Balances	13,313.00	13,313.38	(0.38)
Fund Balance - Beginning	(13,313.00)	(13,313.38)	0.38
Fund Balance - Ending	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

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HASKINS STATION METROPOLITAN DISTRICT
Schedule of Cash Position
December 31, 2024
Updated as of January 19, 2025

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
1st Bank - Checking Account					
Balance as of 12/31/2024	\$ 1,449.85	\$ 125,933.47	\$ 3,014.11	\$ -	\$ 130,397.43
Subsequent activities:					
01/10/25 - Property/SO Taxes	604.34	-	2,124.58	-	2,728.92
01/19/25 - Operations & Transfer Fees to date	-	23,135.38	-	-	23,135.38
<i>Anticipated Balance</i>	<u>2,054.19</u>	<u>149,068.85</u>	<u>5,138.69</u>	<u>-</u>	<u>156,261.73</u>
UMB 2019A Bond Fund					
Balance as of 12/31/2024	-	-	426.04	-	426.04
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>426.04</u>	<u>-</u>	<u>426.04</u>
UMB 2019A Reserve Fund (Required Reserve: \$806,500)					
Balance as of 12/31/2024	-	-	623,286.18	-	623,286.18
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>623,286.18</u>	<u>-</u>	<u>623,286.18</u>
Total Anticipated Balances	<u>\$ 2,054.19</u>	<u>\$ 149,068.85</u>	<u>\$ 628,850.91</u>	<u>\$ -</u>	<u>\$ 779,973.95</u>

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HASKINS STATION METRO DISTRICT
Property Taxes Reconciliation
2024

	Current Year									Prior Year		
	Property Taxes	TIF	Delinquent Taxes, Rebates and Abatements	Specific Ownership Taxes	Interest	Treasurer's Fees	Net Amount Received	% of Total Property Taxes Received		Property Tax Received	% of Total Property Taxes Received	
								Monthly	Y-T-D		Monthly	Y-T-D
Beginning Bal												
January	\$ -	\$ -	\$ -	\$ 3,130.14	\$ -	\$ -	\$ 3,130.14	0.00%	0.00%	\$ -	0.00%	0.00%
February	65,208.35	55,818.03	-	2,647.91	-	(978.13)	122,696.16	24.16%	24.16%	-	3.71%	3.71%
March	21,165.35	17,712.97	-	2,488.99	-	(317.48)	41,049.83	7.84%	32.00%	5,192.28	2.52%	6.24%
April	72,884.60	62,461.01	-	2,567.98	-	(1,093.27)	136,820.32	27.00%	59.00%	5,770.64	2.36%	8.60%
May	10,119.31	1,507.76	-	2,126.96	19.18	(152.08)	13,621.13	3.75%	62.75%	134,949.07	76.10%	84.70%
June	82,517.10	71,281.60	-	2,808.55	564.00	(1,246.22)	155,925.03	30.57%	93.32%	6,523.36	2.69%	87.40%
July	346.31	305.65	-	2,749.41	6.93	(5.30)	3,403.00	0.13%	93.45%	108,446.29	0.03%	87.43%
August	-	-	-	2,601.12	-	-	2,601.12	0.00%	93.45%	2,170.74	0.00%	87.43%
September	-	(1,604.91)	(1,766.66)	2,629.53	(88.33)	27.82	(802.55)	-0.65%	92.79%	1,861.42	0.00%	87.43%
October	-	-	-	2,833.52	-	-	2,833.52	0.00%	92.79%	2,015.82	0.00%	87.43%
November	1,324.12	1,225.80	-	2,475.92	92.68	(21.25)	5,097.27	0.49%	93.28%	40,731.37	11.52%	98.95%
December	-	-	-	2,728.92	-	-	2,728.92	0.00%	93.28%	1,404.62	0.00%	98.95%
Total	\$ 253,565.14	\$ 208,707.91	\$ (1,766.66)	\$ 31,788.95	\$ 594.46	\$ (3,785.91)	\$ 489,103.89	93.28%	93.28%	\$ 309,065.61	98.95%	98.95%

Taxes Levied	% of Levied	Property Taxes Collected	% Collected to Amount Levied
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Property Tax

General Fund	\$ 59,778.00	22.15%	\$ 55,762.64	93.28%
Debt Service Fund	210,152.00	77.85%	196,035.84	93.28%
Total	\$ 269,930.00	100.00%	\$ 251,798.48	93.28%

Specific Ownership Tax

General Fund	\$ 4,184.00	22.15%	\$ 7,039.90	168.25%
Debt Service Fund	14,711.00	77.85%	24,749.05	168.24%
Total	\$ 18,895.00	100.00%	\$ 31,788.95	168.24%

Treasurer's Fees

General Fund	\$ 897.00	22.15%	\$ 838.41	93.47%
Debt Service Fund	3,152.00	77.85%	2,947.50	93.47%
Total	\$ 4,049.00	100.00%	\$ 3,785.91	93.47%

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

**SECOND AMENDED AND RESTATED RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
HASKINS STATION METROPOLITAN DISTRICT
Establishing Guidelines for the Processing and Collection of Delinquent Fees and Covenant
Enforcement Charges**

WHEREAS, Haskins Station Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision of the State of Colorado; and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., the Board of Directors of the District (the “**Board**”) is authorized to fix and from time to time increase or decrease, fees, rates, tolls, penalties, or charges for services, programs, or facilities furnished by the District (collectively, the “**Fees**”) to properties within and without (each property individually referred to herein as the “**Property**”) the District’s boundaries; and

WHEREAS, pursuant to the terms and conditions of the Declaration of Covenants, Conditions and Restriction of Haskins Station, recorded in the real property records of the Clerk and Recorder of Douglas County, Colorado, at Reception No. 2019101739, on October 25, 2019, (the “**Covenants**”) and the District’s Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents, dated March 16, 2022, the District is permitted to send demand letters and notices, levy and collect fines and interest, impose liens, and negotiate, settle and take any other actions with respect to any violations or alleged violations of the Covenants and/or the District’s rules and regulations (any such fines imposed or other applicable charges or expenses incurred by the District in relation to any covenant or rule enforcement with respect to any owner collectively referred to herein as “**Covenant Charges**”); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., until paid, the Fees and Covenant Charges shall constitute a perpetual lien on and against the property served; and

WHEREAS, any such lien for Fees may be foreclosed in the same manner as provided by the laws of the State of Colorado for the foreclosure of mechanics’ liens; and

WHEREAS, by this Resolution (the “**Resolution**”), the District desires to set forth guidelines for the processing and collection of unpaid and/or delinquent Fees and Covenant Charges imposed by the District, together with any and all Late Fees, Interest, Penalties and Costs of Collections (each defined separately in this Resolution, and collectively, the “**Delinquency Charges**”); and

WHEREAS, notwithstanding anything in this Resolution to the contrary, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and any deviation from the guidelines shall not affect the status of the Lien (as defined below) in any way; and

WHEREAS, on March 16, 2022, the Board adopted the Amended and Restated Resolution of the Board of Directors of the Haskins Station Metropolitan District Establishing Guidelines for

the Processing and Collection of Delinquent Fees and Charges (the “**Prior Policy**”), and the Board desires to adopt this Resolution to amend and restate the Prior Policy in its entirety,

NOW THEREFORE, the Board hereby adopts this Resolution and the following policies and procedures:

1. **Statement of Lien Guidelines:**

a. ***Perpetual Lien.*** Pursuant to § 32-1-1001(1)(j)(I), C.R.S., all delinquent Fees, Covenant Charges, and Delinquency Charges shall constitute a perpetual lien on and against the Property served by the District (the “**Lien**”). All such Liens 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. Liens imposed for delinquent Fees and Delinquency Charges related to such delinquent Fees contemplated herein may be foreclosed as authorized by law at such time as the District, in its sole discretion, may determine.

i. Notwithstanding the foregoing, the guidelines set forth in this Resolution are intended to create orderly and fair procedures for the processing and collection of delinquent Fees, Covenant Charges, and Delinquency Charges and to provide additional notice to interested parties, including, but not limited to, title companies and the Property owner. In the event any or all of the guidelines set forth in this Resolution are not followed, such deviation shall not affect the status of the Lien in any way. Further, the Board may waive any guidelines set forth in this Resolution and may amend them from time to time as it deems necessary.

b. ***Manager Procedures.*** The District’s manager, accountant or billing agent (any of which are referred to herein as the “**Manager**”) is responsible for collecting Fees and Covenant Charges imposed by the District against the Property. In the event payment of Fees or Covenant Charges is delinquent, the Manager may perform the procedures listed below. Fees are considered delinquent when they have not been paid by their corresponding due date and Covenant Charges are delinquent when they have not been paid with thirty (30) days of being imposed (the “**Delinquent Account**”):

i. ***Fifteen (15) Calendar Days Past Due:*** A delinquent payment “Reminder Letter” may be sent to the address of the last known owner of the Property according to the Manager’s records, which may (1) request prompt payment; (2) notify the Property owner that a Reminder Letter Fee and a Late Fee in the amounts set forth in this Resolution have been assessed; and (3) reference the url address of the District’s webpage where this Resolution is displayed, if available. In the event the above mailing is returned as undeliverable, the Manager may send a second copy of the Reminder Letter to: (1) the Property; (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office (the “**Assessor**”) for the county in which the District is located (collectively, the “**Property Address**”). The Manager may deviate from the mailing destinations as included in the Property Address if requested by the Property owner in writing.

ii. ***Fifteen (15) Calendar Days From the Date of the Reminder Letter:*** A “Warning Letter” may be sent to the Property Address: (1) requesting prompt payment; (2) notify the Property owner that a Warning Letter Fee in the amount set forth in this Resolution has

been assessed; (3) warning of further legal action should the Property owner fail to pay the total amount due and owing; and (4) referencing the url address of the District's webpage where this Resolution is displayed, if available. Along with the Warning Letter, a copy of the most recent account ledger reflecting the total amount due and owing to the District according to the records of the Manager may also be sent.

iii. *Ten (10) Calendar Days from the Date of the Warning Letter:* Once the total amount of delinquent Fees, Covenant Charges and Delinquency Charges owing on the Property has exceeded \$150.00, regardless of whether the Manager has performed the tasks outlined in Section 1(b) of this Resolution, the Manager may refer the Delinquent Account to the District's legal counsel engaged for collection matters ("**Special Counsel**"). At the time of such referral, the Manager may be requested to provide Special Counsel with copies of all notices and letters sent pursuant to Section 1(b), if any, as well as a copy of the most recent ledger for the Delinquent Account.

c. ***Special Counsel Procedures.*** Upon referral of a Delinquent Account from the Manager, Special Counsel may perform the following:

i. *Upon Referral of the Delinquent Account from the Manager:* A "Demand Letter" may be sent to the Property Address, notifying the Property owner that the Property has been referred to Special Counsel for further collections enforcement, including the filing of a statement of 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 Manager may also be sent.

ii. *No Sooner than Thirty (40) Calendar Days from the Date of the Demand Letter:* A Notice of Intent to File a Statement of Lien, along with a copy of the statement of lien to be filed, may be sent to the Property Address of the Delinquent Account notifying the Property owner that a statement of lien will be recorded with the clerk and recorder of the county (the "**Clerk and Recorder**") within no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien.

iii. *No Sooner than Ten (10) Calendar Days from the Date of the Notice of Intent to File a Statement of Lien:* A Statement of Lien for the total amount due and owing as of the date of the Statement of Lien may be recorded against the Property with the Clerk and Recorder no sooner than ten (10) days from the postmark date of the Notice of Intent to File a Statement of Lien is sent to the Property. Notwithstanding the amount due and owing reflected on the Statement of Lien, all delinquent Fees and related Delinquency Charges 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.

d. ***Foreclosure or Bankruptcy.*** In circumstances where the Property is being foreclosed upon or where the owner of the Property has declared or is declaring bankruptcy and notice of such bankruptcy action has been provided to the District, the Manager may be permitted, in his or her discretion, to refer the Delinquent Account directly to Special Counsel in order to avoid unnecessary, costly and time-consuming procedures. Upon referral of the Delinquent Account to Special Counsel, Special Counsel may, in his or her discretion, immediately file a

Statement of Lien on the Property. Further, when a Delinquent Account consisting of delinquent Fees and related Delinquency Charges has a balance of one thousand dollars (\$1,000) or greater, Special Counsel may submit the account to the Board for consideration of a foreclosure action. Special Counsel shall not proceed with a foreclosure action unless such action is authorized by the Board. The District may, at its option, forward a copy of the foreclosure warning letter to any and all deed of trust holders and/or counsel for any and all deed of trust holders of record.

2. **Late Fees:**

a. Late Fees are assessed on the Property for failure to make timely payments of Fees or Covenant Charges. Late Fees are applied, regardless of whether the Fees are assessed on a one-time, monthly, quarterly, semi-annual, annual, or any other basis.

b. Late Fees are assessed on the Property **Fifteen (15) calendar days from the payment due date**. Pursuant to § 29-1-1102, C.R.S., such Late Fee may be charged by either of the following two methods, whichever is greater:

i. One Late Fee of Fifteen Dollars (\$15.00) may be assessed on the Property per each assessment or installment of Fees or Covenant Charges not fully paid prior to the Fifteenth (15) calendar day following the payment due date; or

ii. In lieu of Section 2(b)(i) above, a Late Fee of Five Percent (5%) per month, commencing on the Fifteenth (15) calendar day following the payment due date, and each month thereafter, may be charged on unpaid Fees or Covenant Charges until the Late Fee equals Twenty Five Percent (25%) of all outstanding Fees or Covenant Charges, as applicable.

c. Partial payment of any outstanding delinquent Fees, Covenant Charges, or Delinquency Charges will not prevent the imposition of Late Fees pursuant to this Section 2.

d. Payments received will be applied to the balance due in the following order of priority: (1) Late Fees; (2) Interest; (3) Costs of Collections; (4) Legal Fees and Costs; (5) the earliest imposed and unpaid Fees or Covenant Charges; (6) any successive unpaid Fees or Covenant Charges in chronological order from the earliest unpaid Fees or Covenant Charges to the most recently imposed Fees or Covenant Charges.

e. No penalty will be assessed on the Property for a credit balance resulting from the prepayment and/or overpayment of Fees. Such credit balances will be carried forward on the account with all subsequent Fees and related Delinquency Charges being deducted until such time as the credit balance is depleted. A Property carrying a credit balance may be assessed Late Fees as provided herein at such time as the credit balance is insufficient to pay the entire amount of Fees due and owing the District.

3. **Interest:** Interest charges accrue on all delinquent Fees and Covenant Charges at the maximum statutory rate of Eighteen Percent (18%) per annum. Interest shall not accrue and be charged on Late Fees, Interest or Costs of Collections. § 29-1-1102, C.R.S.

4. **Penalties:** “Penalties” may be charged on Delinquent Accounts at a rate determined by the Board and may include, but are not limited to, pro-rated costs associated with collection efforts on behalf of the District for all Delinquent Accounts combined.

5. **Costs of Collections:** “Costs of Collection” include, but are not limited to, attorneys’ fees and all other costs, fees and charges associated with the processing and/or collection of delinquent Fees, Covenant Charges, including fixed and/or hourly rates imposed by the management company for associated work and hourly and fixed fees imposed by Special Counsel. In accordance with § 29-1-1102(8), C.R.S., nothing in this Resolution shall be construed to prohibit the District from recovering all Costs of Collections whether or not outlined above.

6. **Waiver of Late Fees, Interest and Costs of Collections:**

a. The Manager and Special Counsel each have authority and discretion to waive or reduce portions of the Delinquent Account attributable to Late Fees and Interest. Such action is permitted if either the Manager or Special Counsel, in its discretion, determines that such waiver or reduction will facilitate the payment of delinquent Fees, Covenant Charges and/or Delinquency Charges. Notwithstanding the foregoing, neither the Manager nor Special Counsel shall have the authority to waive Late Fees and Interest which, in the aggregate, exceed One Thousand Dollars (\$1,000.00). In such case, the person or entity owing in excess of One Thousand Dollars (\$1,000.00) in Late Fees and Interest combined and requesting such a waiver shall first submit a request, in writing, to the Board, and the Board may make the determination in its sole discretion.

b. Neither the Manager nor Special Counsel is authorized to waive any portion of the Fees, Covenant Charges, or Costs of Collections. Should the Property owner desire a waiver of such Fees, Covenant Charges, and/or Costs of Collections, s/he may submit a written request to the Board and the Board may make the determination in its sole discretion.

c. Any waiver or reduction of Late Fees or Interest granted pursuant to Sections 6(a) or (b) hereof shall not be construed as a waiver or reduction of future Late Fees and Interest, or as the promise to waive or reduce future Late Fees or Interest. Nor shall any such waiver or reduction be deemed to bind, limit, or direct the future decision-making power of the Board, Manager, the District’s general legal counsel (“**General Counsel**”) or Special Counsel, whether related to the Property in question or other properties within the District.

7. **Payment Plans:** The Manager and Special Counsel each have the authority to enter into or establish payment plans for the repayment of a Delinquent Account. Should the Manager or Special Counsel elect not to enter into a payment plan with the Property owner, the Property owner may submit a written request to the Board and the Board may make the determination in its sole discretion.

8. **Certification of Covenant Charges and Related Delinquency Charges to County Treasurer:** Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent Covenant Charges and related Delinquency Charges satisfying the criteria established therein to the county Treasurer’s Office for collection with the District’s ad valorem property taxes. The certification process may be performed by the Manager, Special Counsel or

General Counsel in addition to or in lieu of any procedures set forth in this Resolution in the Board's sole discretion. The fees for the certification process shall be in accordance with Colorado law and the county's policy.

9. **Acceleration and Decelerations of Fees:** The District reserves the right to accelerate and call due an entire unpaid annual Fee on any Delinquent Account. Such acceleration shall result in the entire unpaid annual Fee being due to the District immediately. The District also reserves the right to decelerate any accelerated Fee.

10. **Ratification of Past Actions:** All acts, omissions, waivers and/or payment plans heretofore undertaken by the Manager or Special Counsel that would otherwise have been authorized by or not required by this Resolution are hereby affirmed, ratified and made effective as of the date said acts, omissions, waivers and/or payment plans occurred.

11. **Additional Actions:** The Board directs 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 this Resolution.

12. **Deviations:** The District may deviate from the procedures set forth in this Resolution if in its sole discretion such deviation is reasonable under the circumstances.

13. **Outstanding Fees:** Any fees, rates, tolls, penalties or charges due under the Prior Policy, to the extent outstanding and unpaid, shall remain in effect until fully paid and shall not be eliminated hereby.

14. **Supersedes Prior Resolutions:** This Resolution shall supersede and replace in their entirety all prior resolutions addressing the processing and/or collection of delinquent Fees , Covenant Charges, and Delinquency Charges To the extent that any term or provision in this Resolution conflicts with any term or provision in a previously enacted and valid resolution of the District, the term or provision in this Resolution shall prevail.

15. **Severability:** If any term, condition or provision of this Resolution shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such term, condition or provision shall not affect any other provision contained in this Resolution, the intention being that such provisions are severable. In addition, in lieu of such void or unenforceable provision, there shall automatically be added as part of this Resolution a provision similar in terms to such illegal, invalid or unenforceable provision so that the resulting reformed provision is legal, valid and enforceable.

16. **Savings Provision:** The failure to comply with the procedures set forth herein shall not affect the status of any delinquent Fees, Covenant Charges, and/or Delinquency Charges as a perpetual Lien subject to foreclosure in accordance with law. Failure by the Manager, General Counsel or Special Counsel or other authorized representative to take any action in accordance with the guidelines provided herein shall not invalidate subsequent efforts to collect the delinquent Fees, Covenant Charges, and/or Delinquency Charges.

[Remainder of page intentionally left blank, signature page follows.]

APPROVED AND ADOPTED this 27th day of January, 2025.

Haskins Station Metropolitan District, a
quasi-municipal corporation and political
subdivision of the State of Colorado

By: _____
Officer of the District

Attest:

By: _____

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON
Attorneys at Law

General Counsel to the District