

HASKINS STATION METROPOLITAN DISTRICT
REGULAR MEETING

<https://haskinsstationmetrodistrict.com/>
Wednesday, September 18, 2024 at 11:30 a.m.
Via Teleconference

Christian M. Janke, President	Term to May 2025
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

Join Meeting:

<https://us06web.zoom.us/j/83951530987?pwd=tFc6XQ0hWuCzsyv8X3MUP4pRqkUqin.1>

Meeting ID: 839 5153 0987

Passcode: 827820

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. Consent Agenda
 - a. Approval of Minutes from July 23, 2024 Regular Meeting (**enclosure**)
 - b. Approval of Minutes from July 23, 2024 Annual Meeting (**enclosure**)
5. Management Matters
 - a. General Update
 - b. Ratification of Approval of Request from Richmond American Homes to Install Mulch in Native Areas
 - c. Update on Community Garden
 - d. Consider Approval of Screening Specifications for Trash & Recycling Receptacles (**enclosure**)
 - e. Update on Covenant Enforcement Matters
 - f. Other Management Matters
6. 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.
7. Legal Matters
 - a. Consider Adoption of Resolution Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (**enclosure**)
 - b. Discussion Regarding Website Document Inventory (**enclosure**)
 - c. Other Legal Matters

8. Financial Matters

- a. Consider Approval of Claims (**enclosure**)
- b. Consider Acceptance of Statement of Cash Position (**enclosure**)
- c. Consider Adoption of Resolution Regarding Acceptance of District Eligible Costs for Public Improvements Pursuant to the Public Improvements Acquisition and Reimbursement Agreement with SSM Ridge, LLC (**enclosure**)
- d. Discussion regarding Refinancing of Bonds
- e. Other Financial Matters

9. Other Business

10. Adjourn

Remaining 2024 Meeting Dates:

- November 20, 2024 at 6:00pm at the Apex Center (Randall Room), 13150 W. 72nd Avenue, Arvada, Colorado

MINUTES OF A REGULAR MEETING OF THE BOARD OF DIRECTORS

OF

HASKINS STATION METROPOLITAN DISTRICT

Held: Tuesday, July 23, 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

Directors Christian M. Janke and Matthew Gayda 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; Susie Ellis, Community Preservation Specialists, Inc.; Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant; Jeff Kutzer, Richmond American Homes; 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 April 17, 2024 Regular Meeting;
- First Amendment to 2024 Annual Administrative Resolution;
- 2023 Annual Report;
- Termination of Website Maintenance Services with Heatherly Creative, LLC; and
- Master Services Agreement with Streamline Software, Inc. for Website Accessibility, Remediation, and Maintenance Services.

Management Matters

General Update

Ms. Frisbie provided an update on management matters. Ms. Frisbie reported that residents have been sending complaints and concerns about common area landscaping issues to District management, whom has been forwarding all complaints and concerns to Richmond American Homes (“Richmond”), as the current owning entity that is responsible for the establishment and maintenance of those areas. Ms. Frisbie noted that common area landscape installation is still ongoing and District management is aware that maintenance has generally been unsatisfactory.

Ms. Frisbie reported that District management has been working with the City of Arvada Planning Department to determine if the City of Arvada would be agreeable to modifying the Final Development Plan for the community to allow for the installation of gates in the backyard fencing of some of the single-family homes, and what that process might entail.

Update on Covenant Enforcement Matters

Ms. Ellis provided an update on covenant enforcement matters, noting that a letter for those with trash receptacle violations was sent out with an August 1st compliance deadline. Residents from the community voiced their opinions on the enforcement of the

covenants, as related to the storage of trash receptacles outside of the home or garage and requested that the Board consider extending the compliance deadline while alternative solutions are investigated.

Ms. Murphy noted that the recorded Declaration of Covenants, Conditions and Restrictions of Haskins Station (the “CC&Rs”) specifically indicated that trash receptacles are not to be visible and recommended that the Board enforce the CC&Rs as written.

The Board discussed potential options for screening of trash receptacles. Mr. Kutzer noted that any screening structures added to the cut-through areas by the duplex or cityscape units could potentially void any builder drainage warranties.

Following discussion, upon a motion duly made and seconded, the Board unanimously determined to extend the trash receptacle compliance deadline to November 20, 2024, while alternative options are investigated.

Update on Community Garden

Ms. Frisbie provided an update on the community garden, noting that the District has been working with the developer on a proposed design plan and budget. It is anticipated that an update will be available at the November 20, 2024 regular meeting. Ms. Frisbie noted that the Community Garden Committee held its inaugural meeting on June 13, 2024, and that the Community Garden Committee will help with the creation and implementation of the rules and regulations for the garden, as well as the scheduling and assignment of individual garden plots.

Other Management Matters

None.

Public Comment

A resident reported that there is cracked concrete on the sidewalks and stairs by the park, and inquired as to why some landscaping has not yet been completed. Mr. Kutzer reported that some landscaping installation was delayed during construction. Mr. Kutzer also reported he is working to ensure landscaping is better maintained and any areas not yet seeded will be seeded in September, as they need to wait until there is anticipated to be regular moisture.

A resident inquired about snow removal and how the snow is stored. Mr. Kutzer noted that he believed the areas of concern are handled by the Haskins Station Owners Association (the “HOA”). Ms. Frisbie noted that the HOA is responsible for snow removal on

the alleyways and the City of Arvada is responsible for snow removal on the streets.

It was noted that maintenance of the tree lawn is the responsibility of the property owner.

A resident inquired as to the status of street repair. Mr. Kutzer noted it is Richmond's responsibility to repair the streets, and that the streets will ultimately be dedicated to the City of Arvada once repaired. Mr. Kutzer also noted that the repair work isn't anticipated to occur until home construction is essentially complete, which should be within the next 6 months.

A resident noted some of the street signs are crooked. Mr. Kutzer noted that Richmond will clean them up.

A resident noted that some breezeways have eroded. Mr. Kutzer noted that Richmond will fix the breezeways, but it will be the responsibility of the District to maintain after the tracts have been transferred to the District for ownership and maintenance.

A resident noted there is a potential drainage issue by the gazebo at the entrance corner. Mr. Kutzer noted that Richmond is working with the City of Arvada on water issues in that area.

Director Hauptman reported that there will be approximately 69 townhomes in Filing No. 2 that are anticipated to be vertical in the next 6 months. The apartments will come afterward, which will be a 3-story building with approximately 140 units.

A resident inquired as to the status of the streetlights. Mr. Kutzer noted that the streetlights are currently on hold due to legal issues with RTD.

Legal Matters

Consider Adoption of Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer

Ms. Murphy presented the Board with the Resolution Adopting a Digital Accessibility Policy and Designating a Compliance Officer. 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 \$57,866.13.

Consider Acceptance of Unaudited Financial Statements

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

Consider Acceptance of 2023 Audit

Ms. Ferreira presented the 2023 Audit to the Board, noting that the filing deadline has been extended to September 30th. Following discussion, upon a motion duly made and seconded, the Board unanimously accepted the 2023 Audit, subject to final legal review and receipt of a clean opinion from the auditor.

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 18th day of September, 2024.

MINUTES OF THE ANNUAL MEETING
PURSUANT TO §32-1-903(6), C.R.S.
OF THE BOARD OF DIRECTORS OF
HASKINS STATION METROPOLITAN DISTRICT

Held: Tuesday, July 23, 2024 at 6:00 p.m.

The meeting was held at the Apex Center (Randall Room), 13150 W. 72nd Avenue, Arvada, CO 80005.

Attendance

The meeting was held in accordance with the laws of the State of Colorado. The following directors were in attendance:

Christopher Elliott
Corey Elliott
Charles R. Hauptman

Directors Christian M. Janke and Matthew Gayda 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; Susie Ellis, Community Preservation Specialists, Inc.; Alyssa Ferreira, CliftonLarsonAllen LLP, District Accountant; and members of the public.

Call to Order:

The meeting was called to order.

**Presentation Regarding
the Status of Public
Infrastructure Projects
within the District**

Ms. Frisbie presented the status of Public Infrastructure Projects within the District.

No action was taken by the Board.

**Presentation Regarding
Outstanding Bonds**

Ms. Ferreira presented the Outstanding Bonds.

No action was taken by the Board.

**Review of Unaudited
Financial Statements**

Ms. Ferreira presented the Unaudited Financial Statements.

No action was taken by the Board.

Open Floor for Questions

None.

Adjournment

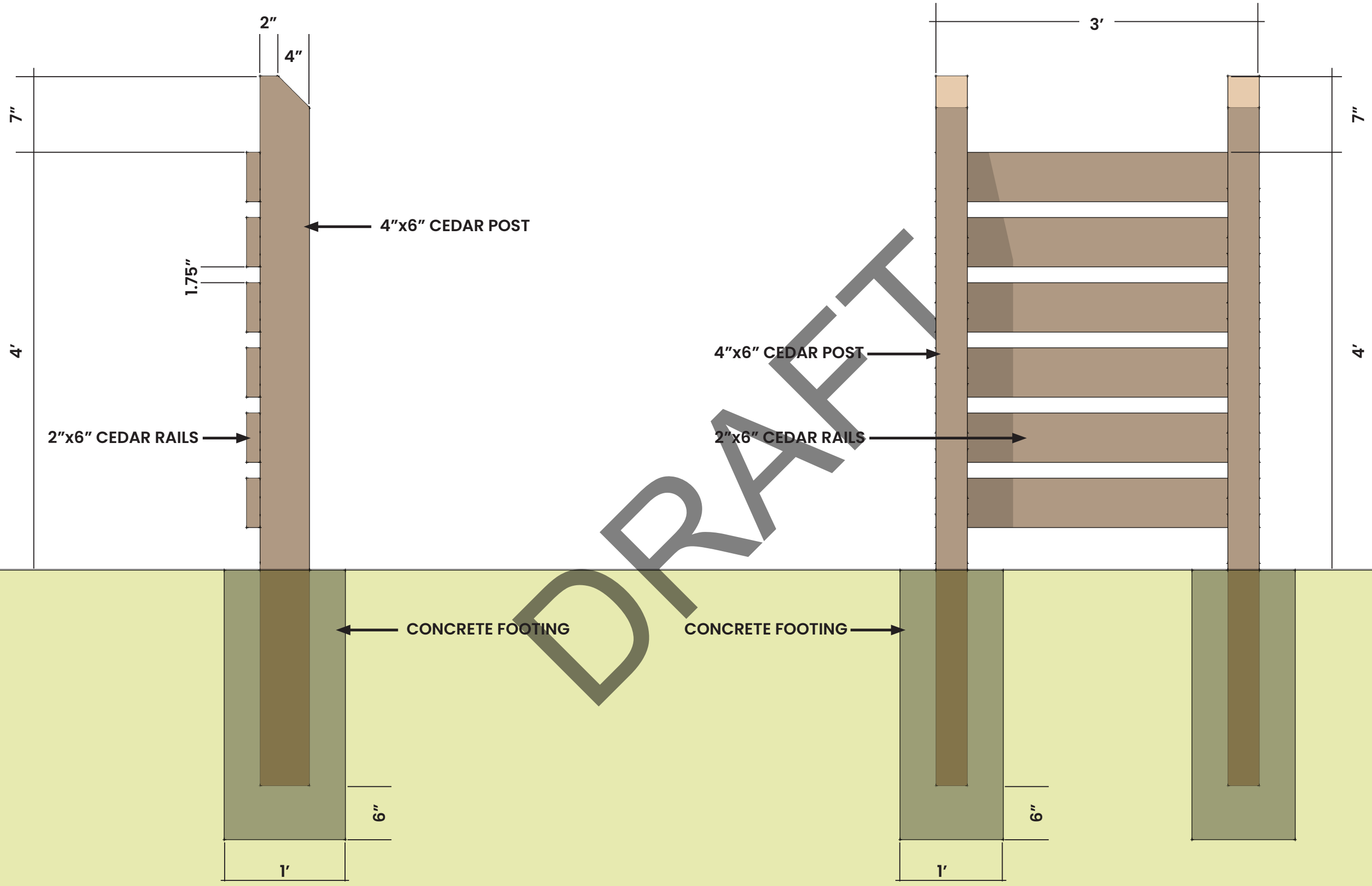
Upon a motion duly made, seconded, and upon vote, unanimously carried, the meeting was adjourned.

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 18th day of September, 2024.

DRAFT





EXISTING CONDITION - SCREEN FENCE WOULD NEED TO BE LOCATED TO NOT CONFLICT WITH EXISTING UTILITIES.







SCREEN FENCE WOULD NEED TO BE LOCATED
TO NOT CONFLICT WITH EXISTING UTILITIES -
CITYSCAPE VERSION

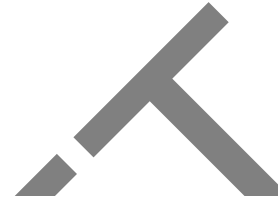


EXISTING CONDITION - DUPLEX HOMES





SCREEN FENCE WOULD NEED TO BE LOCATED TO
NOT CONFLICT WITH EXISTING UTILITIES -
DUPLEX VERSION



SINGLE FAMILY HOMES ALREADY HAVE A GATE WITH VERTICAL WOOD SLATS THAT PROVIDE SCREENING, THE HOA SHOULD DICTATE THAT TRASH BINS NEED TO BE LOCATED BEHIND THE GATE THAT CURRENTLY PROVIDES SCREENING.

**RESOLUTION
OF THE BOARD OF DIRECTORS OF THE
HASKINS STATION METROPOLITAN DISTRICT
Regarding Policies, Procedures and Penalties for the Enforcement of the Governing
Documents**

WHEREAS, the Haskins Station Metropolitan District (the “**District**”) is a quasi-municipal corporation and political subdivision 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 “**Covenants**”), 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 Governing Documents (as defined below); and

WHEREAS, the Board of Directors (the “**Board**”) of the District is authorized to promulgate adopt, enact, modify, amend, repeal, and re-enact rules and regulations concerning and governing the Property (as that term is defined in the Covenants); and

WHEREAS, pursuant to § 32-1-1001(1)(j)(I), C.R.S., 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; and

WHEREAS, such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served; and

WHEREAS, the Board desires to set establishing policies, procedures and penalties for violations of the Covenants, any guidelines, rules and regulations, and other policies and procedures of the District, as the same may be adopted, amended and supplemented from time to time (collectively, the “**Governing Documents**”).

WHEREAS, on March 16, 2022 the Board adopted the Resolution of the Board of Directors of the Haskins Station Metropolitan District Regarding Policies, Procedures and Penalties for the Enforcement of the Governing Documents (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. Intent of District. This Resolution is adopted to ensure the protection of the health, safety and welfare of the residents and property owners of the District, to preserve property values, enhance the quality of life for all District residents, and provide a fair and consistent enforcement process of the Governing Documents.

2. Enforcement Policy. The District may enforce the Governing Documents through administrative proceedings or judicial action. Any non-compliance with the Governing Documents by any owner, renter or guest will be the responsibility of the owner of the respective property subject to this Resolution (the “**Owner**”). This Resolution is intended to serve as guidance to the Board and the District’s authorized representative(s) (the “**District Representative**”) and does not limit or restrict the authority of the Board. The Board may intervene at any time with respect to any authority granted to or action undertaken by the District Representative. In addition, this Resolution shall not supersede the procedures for approval, disapproval, or notice of noncompliance related to improvements as set forth in the Governing Documents.

3. Investigative Procedure. Upon receipt of a written complaint alleging a violation of the Governing Documents, the District Representative will conduct an investigation to determine whether a violation of the Governing Documents has occurred. The submitter of the complaint shall provide a statement describing the alleged violation, shall identify themselves, the alleged violator, if known, the date on which the violation exists or occurred, and provide any other pertinent information. Non-written complaints or written complaints failing to include any information required by this provision may not be investigated or prosecuted at the discretion of the District.

4. Enforcement Process for Continuous Violations. Upon determining that a “**Continuous Violation**” (defined as a violation that is ongoing, uninterrupted by time and may take time to cure, such as installing an unapproved structure on a property or neglecting to maintain the exterior appearance of a property) has occurred, the District Representative and the Board shall take the following steps:

a. Continuous Violation Warning Letter. If the District Representative determines that a Continuous Violation of the Governing Documents exists, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an “**Continuous Violation Warning Letter**” via first-class United States mail to the last known Owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the violation, (ii) that the Owner must have the Continuous Violation corrected within 15 calendar days of the date of the Continuous Violation Warning Letter, and (iii) that failure to timely cure the Continuous Violation may result in potential fines or other sanctions. If, in the discretion of the District Representative, the Continuous Violation requires more than 15 days to cure, the District Representative may extend the cure period or require the Owner to commence such cure within 15 days of the date of the Continuous Violation Warning Letter and diligently prosecute the same to completion. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Continuous Violation Warning Letter to: (1) the Property; and (2) the address of the last known owner of the Property as found in the real property records of the county Assessor’s Office for the county in which the District is located (collectively, the “**Property Address**”). The District Representative may deviate from the mailing destinations as included in the Property Address if requested by the Owner in writing. Upon receipt of any notice regarding a Continuous Violation, an Owner may propose arrangements to cure the violation to the District Representative. A

District Representative may approve or deny arrangements to cure a Continuous Violation based on what is reasonable under the circumstances. If a District Representative denies arrangements for curing a Continuous Violation they must provide the Owner notice in writing prior to imposing any fines (“**Denial Letter**”). The Denial Letter shall further state the reasoning for the denial and that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Denial Letter.

b. Notice of Complaint and Opportunity to Be Heard. If the Owner has not cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Continuous Violation Warning Letter this shall be considered a second violation for which a fine may be imposed. The District Representative shall send a notice of complaint and opportunity to be heard (“**Fine Notice**”) to the Owner at the Owner’s address notifying the Owner of the Continuous Violation and that a fine will be imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 if the violation is not cured or no hearing is requested as set forth below. The Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of the date of the Fine Notice. The District may impose additional fines with each notice sent after the Fine Notice without the necessity of providing the Owner with the opportunity for additional hearings thereafter.

c. Notices of Ongoing Violation and Fine. If the Owner has not requested a hearing, cured the Continuous Violation or made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the Fine Notice, the first fine set forth in Paragraph 10 shall then be imposed, and this shall be considered a third violation for which a fine will be imposed. The District Representative shall send a notice of ongoing violation (“**Ongoing Violation and Fine Notice**”) to the Owner at the Owner’s Address demanding that the Owner cure the ongoing Continuous Violation and providing notice that the first fine has been imposed, and that an additional fine is being imposed on the Owner’s account pursuant to the fine schedule set forth in Paragraph 10 below. If the Continuous Violation remains uncured 15 days after the date of the first Ongoing Violation and Fine Notice or the Owner has not made arrangements to cure the Continuous Violation and communicated such arrangements to the District Representative in writing within 15 days of the first Ongoing Violation and Fine Notice, this shall be considered a fourth violation for which an additional fine will be imposed. A second Ongoing Violation and Fine Notice shall be sent to the Owner and shall advise the Owner of the imposition of an additional fine, pursuant to the fine schedule set forth in Paragraph 10 of this Resolution.

d. Continuing Violation. In the event that a Continuing Violation continues to exist uninterrupted 15 days after the date of the second Ongoing Violation and Fine Notice, the District may in its discretion, in addition to any other remedy, send the Owner a notice of daily fines (“**Daily Fine Notice**”) and thereafter impose a fine of up to \$100 for each day that a Continuous Violation so continues.

5. Enforcement Process for Repetitious Violations. Upon determining that a **“Repetitious Violation”** (defined as a violation that occurs at a set point in time and does not require time to cure, such as the parking of a restricted vehicle in the community or leaving trash cans out beyond the time allowed) has occurred, the District Representative and Board shall take the following steps:

a. Repetitious Violation Warning Letter. If the District Representative determines that a Repetitious Violation of the Governing Documents has occurred, either through the investigative process as set forth above, or through independent inspections or observations of the District Representative, the District Representative will send an **“Repetitious Violation Warning Letter”** via first-class United States mail to the last known owner of the Property according to the District’s records notifying the Owner of: (i) the restriction violated and the nature of the Repetitious Violation, and (iii) that any subsequent violations of the same restriction within 180 days of the date of the Repetitious Violation Warning Letter may result in the imposition of fines. In the event the above mailing is returned as undeliverable, the District may send a second copy of the Repetitious Violation Warning Letter to the Property Address.

b. Notices of Repetitious Violations. If an Owner subsequently violates the same covenant or rule within 180 days of date of the Repetitious Violation Warning Letter, each such instance shall constitute a separate Repetitious Violation for which fines may be imposed pursuant to the fine schedule set forth in Paragraph 10. Upon the occurrence of each subsequent Repetitious Violation, the District Representative shall send the Owner a notice advising the Owner of the Repetitious Violation and of the fine to be imposed (**“Repetitious Violation and Fine Notice”**). The first such Repetitious Violation and Fine Notice shall further state that the Owner is entitled to a hearing on the merits of the matter provided that such hearing is requested in writing by the Owner within 15 days of such first Repetitious Violation and Fine Notice. The District may impose additional fines with each Repetitious Violation and Fine Notice sent after the first Repetitious Violation and Fine Notice without the necessity of providing the Owner with the opportunity for a hearing thereafter.

6. Impartial Decision Maker. Pursuant to Colorado law, an Owner has the right to be heard before an **“Impartial Decision Maker”**. An Impartial Decision Maker is defined under Colorado law as a person or group of persons who have the authority to make a decision regarding the enforcement of the District’s Governing Documents, including architectural requirements, and does not have any direct personal or financial interest in the outcome. A decision maker shall not be deemed to have a direct personal or financial interest in the outcome if the decision maker will not, as a result of the outcome, receive any greater benefit or detriment than that of other owners subject to the same Governing Documents. Unless otherwise disqualified pursuant to the definition of Impartial Decision Maker, the Board may appoint to act as the Impartial Decision Maker the entire Board, specified members of the Board, any other individual or group of individuals.

7. Hearing on Violation. If a hearing is requested by the Owner pursuant to Paragraph 4.a, 4.b or 5.b above, the District Representative shall notify the Owner of the date, time and place

of the hearing at least 10 days prior to the hearing. Hearings regarding violations of the Governing Documents shall be conducted by an Impartial Decision Maker.

8. Failure to Attend or Request Hearing. In the event any Owner fails to request a hearing within 15 days of the date of the Fine Notice or the first Repetitious Violation and Fine Notice, no hearing shall be required. Failure to request a hearing or to appear at a requested hearing will result in the Owner being deemed to have admitted and acknowledged the violation and the Owner will thereafter be subject to all fines and penalties assessed in connection with the violation. After offering an Owner the opportunity for a hearing in the Fine Notice or the first Repetitious Violation and Fine Notice, as applicable, regardless of whether the Owner then requests a hearing or not, the District need not offer the opportunity for a hearing for any additional fines to be imposed for failure to cure a Continuous Violation or for subsequent instances of a Repetitious Violation

9. Decision. After the District has taken the hearing steps as outlined above, and in the event a hearing is requested and held, upon a finding being reached, the District Representative shall send notice of determination (“**Notice of Determination**”) to the Owner’s Address informing the Owner of the Impartial Decision Maker’s findings. If the Impartial Decision Maker finds the Owner is in violation of the Governing Documents the District may revoke or suspend the Owner’s privileges, impose fines in accordance with the fine schedule set forth in Paragraph 10 below and take such other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents.

10. Fine Schedule. The following fine schedule is adopted for any and all violations of the Governing Documents.

Continuous Violations

First Violation (Continuous Violation Warning Letter):	\$ 0.00
Second Violation (Fine Notice):	\$ 25.00
Third Violation (First Ongoing Violation and Fine Notice):	\$ 50.00
Fourth Violation (Second Ongoing Violation and Fine Notice):	\$ 100.00
Daily Fine Notice:	Up to \$100.00 per day

Repetitious Violations:

First Violation (Repetitious Violation Warning Letter):	\$ 0.00
Second Violation (First Repetitious Violation and Fine Notice):	\$ 25.00
Subsequent Violations (Repetitious Violation and Fine Notice):	\$ 50.00 per offense

11. Perpetual Lien. Pursuant to § 32-1-1001(1)(j)(I), C.R.S., 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. Until paid such fees, rates, tolls, penalties, or charges, until paid, shall constitute a perpetual lien on and against the property served.

12. Violations or Offenses that Constitute a Present Danger. If a violation concerns a serious or immediate risk to the health, safety, or welfare of person or property, the District Representative shall seek to obtain prompt action by the Owner to correct the violation and avoid any reoccurrence, and the procedural requirements under this Resolution may be waived by the Board and a hearing scheduled as soon as possible. The Board may impose sanctions as necessary to abate any threat to health, safety or welfare of any person or property.

13. Waiver of Fines and Other Amounts. The District may determine enforcement actions on a case by case basis, and take other actions as it may deem necessary or appropriate to assure compliance with the Governing Documents. The District Representative and/or the Board may, either in its sole discretion, waive all or any portion of any fines and other amounts levied under this Resolution. Additionally, the District Representative and/or the Board may condition waiver of any fine or other amount(s), upon the Owner coming into and staying in compliance with the Governing Documents.

14. Other Enforcement Means. The provisions of this Resolution shall be in addition to all other enforcement means which are available to the District through the Governing Documents, or by law. Application of this Resolution does not preclude the District from using any other enforcement means, including, but not limited to the recording of liens, certification to the county Treasurer's Office of delinquent fees, rates, tolls, fines, penalties, charges and/or assessments related specifically to covenant enforcement and design review services and any other legal or equitable remedies available to the District.

15. Legal Action. Any violation of the Governing Documents may, in the discretion of the Board, be turned over to legal counsel engaged for covenant enforcement matters ("Special Counsel") to take appropriate legal action either in lieu of, or in addition to, the imposition of any fines or other penalties under this Resolution, and Owners shall be responsible for all attorneys' fees and costs incurred in enforcing this Resolution and in collecting amounts due and owing the District.

16. Certification of Account to County Treasurer. Pursuant to § 32-1-1004.5(3)(b)(III), C.R.S., the Board may elect to certify any delinquent fees, rates, tolls, fines, penalties, charges, and/or assessments made or levied specifically for covenant enforcement and design review services 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 District Representative, Special Counsel or general counsel to the District 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.

17. Disputes. In the event of any dispute involving the District and an Owner related to the enforcement of any covenants or design review services, the Owner may request to meet with the Board to resolve the dispute informally and without the need for additional enforcement actions. If the Owner requests to meet with the Board, the Board shall make a reasonable effort to comply with the Owner's request.

Nothing in this Section shall be construed to require any specific form of alternative dispute resolution, such as mediation or arbitration, or require the parties to meet. Neither the District nor the Owner waives any right to pursue whatever legal or other remedial actions available to either party.

18. Deviations. The District may deviate from the procedures set forth herein if, in its sole discretion, such deviation is reasonable under the circumstances.

19. Amendment. The policies, procedures and fine schedule set forth in this Resolution may be supplemented and/or amended from time to time by the District, in its sole and absolute discretion.

20. Payment. Payment for all fines shall be by check or equivalent form acceptable to the District, made payable to Haskins Station Metropolitan District. The District may change the payment address from time to time and such change shall not require an amendment to this Resolution.

21. Severability. If any portion of this Resolution is declared by any court of competent jurisdiction to be void or unenforceable, such decision shall not affect the validity of any remaining portion of this resolution, which shall remain in full force and effect. 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.

22. Effective Date. This Resolution shall become effective immediately and shall supersede in its entirety any prior resolution.

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

ADOPTED SEPTEMBER 18th, 2024.

DISTRICT:

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

DRAFT

Digital Document Inventory for

Haskins Station Metropolitan District

Doc ID/Link	Website Page/Link	Title	Number of Pages	Active/Inactive ICT	Remove	Remediated	Ownership/Control	Anticipated Remediation Date	Notes
R4N3V7SS3KZU-527820639-313	https://www.haskinsstationmetrodistrict.com/files/068fd25d5/2024budget.pdf	2024 Budget	12				WBA		
N/A	N/A	2024 Budget Amendment (if applicable)	N/A				N/A		
R4N3V7SS3KZU-247135047-67	https://www.haskinsstationmetrodistrict.com/files/a06350d8a/2022audit.pdf	2022 Audit	33				WBA		
R4N3V7SS3KZU-906191070-303	https://www.haskinsstationmetrodistrict.com/files/2728d3830/2024+Disclosure+	2024 Transparency Notice	1				WBA		
	https://www.haskinsstationmetrodistrict.com/files/cd014f577/haskinsmap.pdf	Boundary Map	1				WBA		
R4N3V7SS3KZU-2146388538-23	https://www.haskinsstationmetrodistrict.com/files/62e710ef8/agree8.pdf	Amended and Restated Public Records Request Policy	8				WBA		
R4N3V7SS3KZU-906191070-313	https://www.haskinsstationmetrodistrict.com/files/2984ca982/2023annual.pdf	2023 Annual Report	20				WBA		
R4N3V7SS3KZU-1622237918-26	https://www.haskinsstationmetrodistrict.com/files/3a044733c/agree4.pdf	Resolution of the ARC Approving re: Water-Wise Landscaping	5				WBA		
R4N3V7SS3KZU-32022339-24	https://www.haskinsstationmetrodistrict.com/files/07094e578/agree5.pdf	Amended and Restated Resolution re: Imposition of Operations Fee	13				WBA		
R4N3V7SS3KZU-100455675-127	https://www.haskinsstationmetrodistrict.com/files/a7986e572/agree6.pdf	Amended Resolution re: Policies, Procedures and Penalties	6				WBA		
R4N3V7SS3KZU-100455675-114	https://www.haskinsstationmetrodistrict.com/files/a03a2008d/agree7.pdf	Resolution Establishing Guidelines for the Collection of Delinquent Fees	8				WBA		
R4N3V7SS3KZU-609825482-3	https://www.haskinsstationmetrodistrict.com/files/e6a928411/cov1.pdf	Declaration of Covenants, Conditions and Restrictions	33				WAB		
R4N3V7SS3KZU-1622237918-10	https://www.haskinsstationmetrodistrict.com/files/41eb8ce78/cov2.pdf	Residential Improvement Guidelines and Site Restrictions	27				WBA		

Total Pages 167

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Haskins Station Metropolitan District
Interim Check List
July 17, 2024 - September 10, 2024

<u>Check Date</u>	<u>Vendor</u>	<u>Invoice</u>	<u>Invoice Date</u>	<u>Amount</u>	<u>General</u>	<u>Operations</u>	<u>Bonds</u>	<u>Capital</u>	<u>Total</u>
8/27/2024	CPS, Inc	1736	6/30/2024	\$ 1,347.23	\$ -	\$ 1,347.23	\$ -	\$ -	\$ 1,347.23
8/27/2024	CPS, Inc	1730	5/31/2024	1,235.83		1,235.83	-	-	1,235.83
8/27/2024	CliftonLarsonAllen, LLP	L24139585	4/30/2024	7,954.63	3,630.79	2,740.90	-	1,582.94	7,954.63
8/27/2024	CliftonLarsonAllen, LLP	L24142775	5/31/2024	6,080.10	1,858.79	4,221.31	-	-	6,080.10
8/27/2024	CliftonLarsonAllen, LLP	L24152325	7/31/2024	4,935.82	2,356.42	2,579.40	-	-	4,935.82
8/27/2024	Ranger Engineering, LLC	1884	4/12/2024	2,455.36	-	-	-	2,455.36	2,455.36
8/27/2024	Ranger Engineering, LLC	1778	11/1/2023	2,021.25	-	-	-	2,021.25	2,021.25
8/27/2024	White Bear Ankele Tanaka & Waldron	34620	4/30/2024	5,428.05	5,428.05	-	-	-	5,428.05
8/27/2024	White Bear Ankele Tanaka & Waldron	35204	5/31/2024	5,022.02	5,022.02	-	-	-	5,022.02
8/27/2024	White Bear Ankele Tanaka & Waldron	35703	6/30/2024	2,309.34	2,309.34	-	-	-	2,309.34
8/27/2024	White Bear Ankele Tanaka & Waldron	36198	7/31/2024	5,323.95	5,323.95	-	-	-	5,323.95
8/27/2024	White Bear Ankele Tanaka & Waldron	35214	5/31/2024	4,132.95	-	4,132.95	-	-	4,132.95
8/27/2024	White Bear Ankele Tanaka & Waldron	35713	6/30/2024	4,400.00	-	4,400.00	-	-	4,400.00
8/27/2024	White Bear Ankele Tanaka & Waldron	36208	7/31/2024	4,410.00	-	4,410.00	-	-	4,410.00
\$ 57,056.53					\$ 25,929.36	\$ 25,067.62	\$ -	\$ 6,059.55	\$ 57,056.53

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HASKINS STATION METROPOLITAN DISTRICT
Schedule of Cash Position
June 30, 2024
Updated as of September 10, 2024

	<u>General Fund</u>	<u>Operations Fee Fund</u>	<u>Debt Service Fund</u>	<u>Capital Projects Fund</u>	<u>Total</u>
<u>1st Bank - Checking Account</u>					
Balance as of 06/30/24	\$ 1,030.68	\$ 103,984.32	\$ 9,430.77	\$ 6,059.55	\$ 120,505.32
Subsequent activities:					
07/10/24 - Property/ SO Taxes	18,744.92	-	65,898.51	-	84,643.43
07/31/24 - Operations & Transfer Fees July	-	24,610.40	-	-	24,610.40
08/10/24 - Property/SO Taxes	685.93	-	2,411.42	-	3,097.35
08/16/24 - TIF through June 2024	46,236.18	-	162,545.19	-	208,781.37
08/26/24 - Transfer to UMB 2019A Bond Fund	-	-	(240,285.89)	-	(240,285.89)
08/27/24 - Bill.com Payments	(25,929.36)	(25,067.62)	-	(6,059.55)	(57,056.53)
08/31/24 - Operations & Transfer Fees August	-	5,121.44	-	-	5,121.44
<i>Anticipated Balance</i>	<u>40,768.35</u>	<u>108,648.54</u>	<u>-</u>	<u>-</u>	<u>149,416.89</u>
<u>UMB 2019A Bond Fund</u>					
Balance as of 06/30/24	-	-	122.87	-	122.87
Subsequent activities:					
07/31/24 - Interest Income	-	-	(2.88)	-	(2.88)
08/26/24 - Transfer from 1st Bank	-	-	240,285.89	-	240,285.89
08/31/24 - Interest Income	-	-	105.42	-	105.42
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>240,511.30</u>	<u>-</u>	<u>240,511.30</u>
<u>UMB 2019A Reserve Fund (Required Reserve: \$806,500)</u>					
Balance as of 06/30/24	-	-	737,062.24	-	737,062.24
Subsequent activities:					
07/31/24 - Interest Income	-	-	3,405.72	-	3,405.72
08/31/24 - Interest Income	-	-	3,086.96	-	3,086.96
<i>Anticipated Balance</i>	<u>-</u>	<u>-</u>	<u>743,554.92</u>	<u>-</u>	<u>743,554.92</u>
Total Anticipated Balances	<u>\$ 40,768.35</u>	<u>\$ 108,648.54</u>	<u>\$ 984,066.22</u>	<u>\$ -</u>	<u>\$ 1,133,483.11</u>

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**HASKINS STATION METROPOLITAN DISTRICT
ACCEPTANCE RESOLUTION PURSUANT TO PUBLIC IMPROVEMENTS
ACQUISITION AND REIMBURSEMENT AGREEMENT
(September 18, 2024)**

WHEREAS, Haskins Station Metropolitan District, in the City of Arvada, Jefferson County, State of Colorado (the “**District**”), is a quasi-municipal corporation and political subdivision of the State of Colorado, duly organized and existing as a metropolitan district under §§ 32-1-101, et seq., C.R.S. (the “**Special District Act**”); and

WHEREAS, the District has the power to provide certain public infrastructure, improvements, facilities and services (collectively, the “**Public Infrastructure**”), as described in the Special District Act, and as authorized in the Service Plan for the District approved by the City Council for the City of Arvada on September 17, 2018 (the “**Service Plan**”); and

WHEREAS, the District was organized for the purpose of providing for the acquisition, financing, construction, and installation of the Public Infrastructure serving the property located within and without the District’s boundaries; and

WHEREAS, the District and SSM RIDGE, LLC (“**SSM Ridge**”) are parties to a Public Improvements Acquisition and Reimbursement Agreement dated September 4, 2019 (the “**Agreement**”); and

WHEREAS, capitalized terms used herein without definition shall have the meanings assigned to them in the Agreement; and

WHEREAS, the Agreement establishes the terms and conditions for the acquisition of certain Public Infrastructure financed and constructed or caused to be constructed by SSM Ridge that is to be owned by the District or such other applicable governmental entity, and the reimbursement of Certified District Eligible Costs incurred by SSM Ridge; and

WHEREAS, pursuant to the Agreement, SSM Ridge has submitted an Application for Acceptance of District Eligible Costs and Public Infrastructure and such additional information as the District may reasonably require; and

WHEREAS, the Board has received a satisfactory Engineer’s Cost Certification, Accountant’s Cost Certification, and Engineer’s Design Certification (as applicable); and

WHEREAS, the Board desires to adopt this resolution declaring satisfaction of the conditions to acceptance as set forth in the Agreement, subject to any variances or waivers which the Board may allow in its sole and absolute discretion, and with any reasonable conditions the Board may specify (hereinafter, the “**Acceptance Resolution**”).

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

1. Incorporation of Recitals. The above recitals are hereby incorporated into and made a part of this Acceptance Resolution.

2. Acknowledgment of Documents Received. With respect to Public Infrastructure that is being dedicated to other governmental entities, Public Infrastructure to be acquired by the Districts, and Funds Advanced, the Board makes the following findings.

- a. The Board has received and reviewed the Application for Acceptance of District Eligible Costs.
- b. Ranger Engineering, LLC has reviewed the invoices and other material presented to substantiate the District Eligible Costs and issued an Engineer's Cost Certification, attached hereto as Exhibit A, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition and/or reimbursement, and that such costs are reasonable and appropriate for the type of Public Infrastructure being constructed.
- c. CliftonLarsonAllen LLP has reviewed the Engineer's Cost Certification and invoices and other material presented to substantiate the District Eligible Costs and has issued an Accountant's Cost Certification, attached hereto as Exhibit B, declaring the total amount of District Eligible Costs associated with the Public Infrastructure proposed for acquisition/and or reimbursement.

3. Acceptance of Certified District Eligible Costs. The Board, having reviewed the Application for Acceptance of District Eligible Costs and Public Infrastructure, Engineer's Cost Certification, Accountant's Cost Certification, and Engineer's Design Certification (as applicable), and all other information as deemed necessary and appropriate, finds and determines that the Certified District Eligible Costs to be acceptance pursuant to this Acceptance Resolution is \$603,711.19. Based on the documentation received, the Board further finds that the applicable requirements set forth in the Agreement has been satisfied, and that the Certified District Eligible Costs are hereby accepted and approved for reimbursement by the District subject to the terms of the Agreement.

4. Subject to Annual Appropriations. The obligations of the District pursuant to this Acceptance Resolution are subject to annual appropriation and shall not be deemed to be multiple fiscal year obligations for the purposes of Article X, Section 20 of the Colorado Constitution, and may not exceed amounts permitted by the District's electoral authorization and Service Plan.

[Signature Page Follows]

ADOPTED this 18th day of September, 2024.

DISTRICT:

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

By: _____
Officer of the District

Attest:

By: _____
Secretary

APPROVED AS TO FORM:

WHITE BEAR ANKELE TANAKA & WALDRON

General Counsel to the District

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Exhibit A
Engineer's Cost Certification

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ENGINEER'S REPORT and CERTIFICATION #22
HASKINS STATION METROPOLITAN DISTRICT

PREPARED FOR:

Haskins Station Metropolitan District
c/o White Bear Ankele Tanaka & Waldron
2154 E. Commons Ave, Suite 2000
Centennial, CO 80122

PREPARED BY:

Ranger Engineering, LLC
3370 Simms St.
Wheat Ridge, CO 80033

DATE PREPARED:

March 20, 2024

TABLE OF CONTENTS

Engineer’s Report

Introduction.....	3
Public Improvements as Authorized by the Service Plan.....	4
Scope of Certification	4
General Methodology	4
Phase I – Authorization to Proceed and Document Gathering.....	4
Phase II – Site Visits and Meetings.....	4
Phase III – Review of Documentation	5
Phase IV – Verification of Construction Quantities.....	5
Phase V – Verification of Construction Unit Costs and Indirect Costs.....	5
Phase VI – Verification of Payment for Public Costs.....	5
Phase VII – Determination of Costs Eligible for Reimbursement.....	5
Project Notes.....	6

Engineer’s Certification

Engineer’s Certification	7
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Appendices

Appendix A – Documents Reviewed	8
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Tables

Table I Costs Certified to Date.....	3
Table II Summary of Costs	9
Table III Construction Costs Summary by Category	10
Table IV Soft & Indirect Costs Summary by Category	11
Table V Construction Costs Detail	12
Table VI Soft & Indirect Costs Detail.....	14
Exhibit A Haskins Station Subdivision Site Overlay	15

ENGINEER’S REPORT

Introduction

Ranger Engineering, LLC (“Ranger”), was retained by Haskins Station Metropolitan District (“District”) as an Independent Consulting Engineer to certify costs associated with constructed Public Improvements associated with the District.

The District is located within the City of Arvada, County of Jefferson, State of Colorado (“City”). The development area is approximately 62 acres. This certification considers construction as well as soft & indirect costs within and without the District boundaries.

The attached Engineer’s Certification states that the Independent Consulting Engineer finds and determines that the constructed value of the Public Improvements considered in this Engineer’s Report, including soft & indirect costs and hard costs from approximately July 2023 to December 2023, are valued at **\$603,711.19**. Table I summarizes costs certified to date.

Table I – Cost Certified to Date				
Cert No.	Date	Costs Paid This Period	District Eligible Costs this Period	Total Eligible Costs to Date
2019 Subtotal		\$578,879.20	\$405,232.15	\$405,232.15
2020 Subtotal		\$3,192,200.34	\$1,788,240.60	\$2,193,472.75
2021 Subtotal		\$6,391,936.36	\$5,729,227.90	\$7,922,700.65
2022 Subtotal		\$4,207,507.77	\$3,194,924.31	\$11,117,624.97
2023 Subtotal		\$2,310,925.19	\$2,050,343.42	\$13,167,968.39
22	3/20/2024	\$633,229.64	\$603,711.19	\$13,771,679.57
Totals		\$17,314,678.50	\$13,771,679.57	

Table II summarizes the cost breakdown of the construction and soft & indirect costs. Tables III and IV provide category breakdowns of construction and soft & indirect costs reviewed for this certification. Table V provides a detailed breakdown of the eligible hard costs per the Service Plan categories. Table VI provides a detailed breakdown of the eligible soft & indirect costs per the Service Plan categories.

Public Improvements as Authorized by the Service Plan

Ranger reviewed the Service Plan for Haskins Station Metropolitan District (“Service Plan”). Prepared by White Bear Ankele Tanaka & Waldron. Submitted September 5, 2018.

Section I.A of the Service Plan states:

It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of these Public Improvements.

Section I.B of the Service Plan further states:

There are currently no other governmental entities, including the City, located in the immediate vicinity of the District that consider it desirable, feasible or practical to undertake the planning, design, acquisition, construction installation, relocation, redevelopment, and financing of the

Public Improvements needed for the Project. Formation of the District is therefore necessary in order for the Public Improvements required for the Project to be provided in the most economic manner possible.

Section V.A of the Service Plan further states:

The District shall have the power and authority to provide the Public Improvements and related operation and maintenance services within and without the boundaries of the District as such power and authority is described in the Special District Act, and other applicable statutes, common law and the Constitution, subject to the limitations set forth herein.

Section V.A.14 states:

The District shall not issue Debt in excess of Thirty-Six Million Dollars (\$36,000,000).

Exhibit C of the Service Plan shows the Maps Depicting District boundaries. Ranger has determined that the Public Improvements and associated soft & indirect and construction costs (“Public Improvements”) under consideration in this report and certification for reimbursement by the District are indeed authorized by the Service Plan.

Scope of Certification

The Service Plan states that the District shall have the power to construct Public Improvements in accordance with the Special District Act. Based on Ranger’s experience with metropolitan districts, the Public Improvements were broken into the cost categories of Water Improvements, Sanitation Improvements, Storm Water Improvements, Streets Improvements, Safety Protection Improvements and Parks and Recreation Improvements. Various soft costs were identified as Operations costs, but these costs are not eligible for reimbursement under the scope of this report, as only Capital improvements have been considered for reimbursement. For a detailed breakdown of district eligible costs, refer to Tables III - VI.

General Methodology

Ranger employed a phased approach toward the preparation of this Engineer’s Report and Certification of Public Costs (“Engineer’s Certification”).

Phase I – Authorization to Proceed and Document Gathering

Ranger was authorized to proceed with the Engineer’s Certification in September 2019. Ranger received initial documentation in September 2019. Subsequent supporting documentation for construction improvements was delivered by the District through February 2020.

Phase II – Site Visit

Ranger performed site visits to document completion of the Public Improvements. The intent of a site visit was to verify general completion of pay application quantities in accordance with the approved construction drawings and does not guarantee quality or acceptance of Public Improvements. It is assumed that the City or another third party provided QA/QC and acceptance of the improvements. KT Engineering is the Engineer of Record.

Phase III – Review of Documentation

Documentation was requested at the beginning of work. Requested documentation include the following:

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

See Appendix A for a complete listing of documents reviewed, as deemed necessary, by Ranger.

Phase IV – Verification of Construction Quantities

Construction quantity take-offs, where applicable, were performed from available construction documents, plats, and site plans. These quantity take-offs were used in conjunction with Phase V below to certify reasonableness of construction costs.

Phase V – Verification of Construction Unit Costs and Indirect Costs

Indirect and Construction Costs were reviewed for market reasonableness. Ranger took into consideration the type of construction and the timeframe during which the construction occurred.

Phase VI – Verification of Payment for Public Costs

SSM Ridge, LLC (“Developer”) provided payments for soft & indirect costs related to the Public Improvements. The Developer provided cancelled checks and bank statements to verify payments for all soft & indirect costs. Richmond American Homes of Colorado, LLC (“Builder”) has engaged with the contractors to provide the installation of the Public Improvements. The Builder does not have a contract with the District but did engage in a Purchase and Sale Agreement (“PSA”) with the Developer. Although the Builder is paying reimbursing contractors for work, the PSA gives the developer rights to reimbursement for costs related to the District Public Improvements. The Builder provided some proof of payment, but Ranger did also reach out directly to the Builder’s vendors to get a direct verification of payment from the vendor. Only costs with an approved form of proof of payment have been certified in this report.

Phase VII – Determination of Costs Eligible for Reimbursement

Ranger concluded the Engineer’s Certification by determining which improvements were eligible for District reimbursement and what percent of the costs for those improvements were reimbursable. An overall district eligible percentage for the current phase of work was identified as 55.3%. The percentage was identified by comparing public (Tracts and Right of Way) versus private (Lots) areas per the approved construction plans and plats. A Percentage of KT Engineering costs was also identified as 66.3% by reviewing the original scope of design work as it relates to public and private improvements.

Certain vendor invoices were directed to Kevin Gilligan who is a landowner with the overall Haskins Station boundary. Invoices related to Haskins Apartments are deemed as non-District eligible costs. Costs associated with landscaping design are considered District eligible.

Public Improvements for this certification include streets, safety protection, water, storm sewer, sanitation, and parks and recreation improvements. The tables in this report identify eligible Capital costs directly paid by the Developer.

Project Notes

On Cost Certification #01, Valley Water District Inspection and Engineering Fees were listed, but the costs were not certified. The \$15,000 was certified on Cost Certification #02. The total costs to date were corrected to account for the duplication of costs listed in each certification. Certified costs have not been duplicated or impacted.

On Cost Certification #05, costs to date as well as eligible costs to date were adjusted for Bemis Construction due to incorrect calculations of WRAP insurance on Pay Applications 1-3. These pay applications were certified in Cost Certifications 2 and 3.

On Cost Certification #11, the eligibility of Liberty Infrastructure, LLC Change Orders #04-#08 were reviewed and updated to be reflected as District eligible, except for Change Order #05 which remained non-district eligible. The other change orders were related to storm water improvements and railway fees. The total costs to date were not changed during this review.

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ENGINEER'S CERTIFICATION

Collin D. Koranda, P.E. / Ranger Engineering, LLC (the "Independent Consulting Engineer"), states as follows:

1. The Independent Consulting Engineer is an engineer duly qualified and licensed in the State of Colorado with experience in the design, construction and certification of Public Improvements of similar type and function as those described in the above Engineer's Report.

2. The Independent Consulting Engineer has performed a site visit and reviewed applicable construction and legal documents related to the Public Improvements under consideration to state the conclusions set forth in this Engineer's Certification.

3. The Independent Consulting Engineer finds and determines that the constructed value of Capital costs related to the Public Improvements considered in the attached Engineer's Report dated March 20, 2024 including soft & indirect, District funded, and hard costs, are valued at **\$603,711.19**. In the opinion of the Independent Consulting Engineer, the above stated value for the Public Improvements is reasonable and consistent with costs of similar improvements constructed for similar purposes during the same timeframe in similar locales.

Regards,

Ranger Engineering, LLC



Collin D. Koranda, P. E.

APPENDIX A

Documents Reviewed

Construction Documents

- Civil Construction Plans Haskins Station. Prepared by KT Engineering. Dated 12/14/18 (Not For Construction).
- Haskins Station Water Construction Plans. Prepared by KT Engineering. Dated 07/01/19.
- Soil Nails Walls Haskins Station, North Trail. Prepared by CTL Thompson. Dated 01/17/19.
- Fruitdale Sanitation District Haskins Station On Site Plans. Prepared by Martin/Martin. No Date.
- Final Plat Haskins Station Subdivision. Prepared by KT Engineering. Recorded September 19, 2019.

Contractor Pay Applications

- Precise Striping Invoice 9802. Dated 10/23/23.
- Environmental Landworks Pay Apps 10-12. Dated 7/31/23-11/30/23.
- Martin Marietta Invoices 39787852-40907697 (RET). Dated 6/21/23-10/31/23.

Refer to Table VI for a full list of soft & indirect invoices.

Agreements

- Service Plan for Haskins Station Metropolitan District. Prepared by White Bear Ankele Tanaka & Waldron. Submitted September 5, 2018.
- Funding and Reimbursement Agreement Between Haskins Station Metropolitan District and SSM Ridge, LLC.
- Intergovernmental Agreement Between The City of Arvada and Haskins Station Metropolitan District. Entered February 13, 2019.
- Purchase and Sale Agreement and Joint Escrow Instructions between SSM Ridge, LLC and Richmond American Homes of Colorado, LLC. Signed October 13, 2019.

Haskins Station Metropolitan District
Summary of Costs
Table II

Type of Costs	Total Costs Paid	Costs This Period	Total District Eligible Costs	Eligible Costs This Period	Percent District This Period
Direct Construction Costs	\$ 13,468,313.87	\$ 375,442.28	\$ 11,268,772.70	\$ 375,442.28	100.0%
Soft & Indirect Costs	\$ 3,846,374.03	\$ 257,787.36	\$ 2,502,916.21	\$ 228,268.91	88.5%
Totals	\$ 17,314,687.90	\$ 633,229.64	\$ 13,771,688.91	\$ 603,711.19	95.3%

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**Haskins Station Metropolitan District
Construction Costs Summary By Category
Table III**

Category	Total Eligible Cost by Category		Category Percentage
Water	\$	1,723,330.37	15.3%
Sanitation	\$	2,051,810.51	18.2%
Storm Water	\$	1,891,484.75	16.8%
Streets	\$	3,303,134.75	29.3%
Safety Protection	\$	352,251.78	3.1%
Parks and Recreation	\$	1,946,760.54	17.3%
	\$	11,268,772.70	100.0%

Category	Eligible Cost by Category This Period		Category Percentage
Water	\$	-	0.0%
Sanitation	\$	-	0.0%
Storm Water	\$	-	0.0%
Streets	\$	116,095.94	30.9%
Safety Protection	\$	-	0.0%
Parks and Recreation	\$	259,346.33	69.1%
	\$	375,442.28	100.0%

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**Haskins Station Metropolitan District
Soft & Indirect Costs Summary By Category
Table IV**

Category	Total Eligible Soft Costs	Category Percentage
Water	\$ 52,513.06	2.1%
Sanitation	\$ 464,756.32	18.6%
Storm Water	\$ -	0.0%
Streets	\$ 907,748.92	36.3%
Safety Protection	\$ 75,534.19	3.0%
Parks and Recreation	\$ 1,002,363.72	40.0%
	\$ 2,502,916.21	100.0%

Category	Eligible Soft Costs This Period	Category Percentage
Water	\$ 1,129.21	0.5%
Sanitation	\$ 5,391.73	2.4%
Storm Water	\$ -	0.0%
Streets	\$ 106,307.07	46.6%
Safety Protection	\$ 876.29	0.4%
Parks and Recreation	\$ 114,564.61	50.2%
	\$ 228,268.91	100.0%

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**Haskins Station Metropolitan District
Construction Costs Detail
Table V**

Contract Values					Payments Made				Eligibility					Submitted Invoices			
Work Description	Quantity	Unit	Cost	Value	Amount Invoiced	Percent Invoiced	Retainage	Amount Less Retainage	District Type	Percent Eligible	Total Eligible	Eligible This Period	Costs This Period	Pay App Date	Cert 22		
Martin Marietta - Haskins Station	Quantity	Unit	Cost	Value	Amount Invoiced	Percent Invoiced	Retainage	Amount Less Retainage	District Type	Percent Eligible	Total Eligible	Eligible This Period	Costs This Period	39787852 6/21/2023	40907697 (RET) 10/31/2023		
Mob - Prep	3	EA	\$ 1,500.00	\$ 4,500.00	\$ 4,500.00	100%	\$ -	\$ 4,500.00	Streets	100%	\$ 4,500.00	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	\$ -	
Mob - Paving	6	EA	\$ 1,500.00	\$ 9,000.00	\$ 9,000.00	100%	\$ -	\$ 9,000.00	Streets	100%	\$ 9,000.00	\$ 900.00	\$ 900.00	\$ -	\$ 900.00	\$ -	
12" Scarify & Recompact	22724	SY	\$ 3.20	\$ 72,716.80	\$ 72,716.80	100%	\$ -	\$ 72,716.80	Streets	100%	\$ 72,716.80	\$ 7,271.68	\$ 7,271.68	\$ -	\$ 7,271.68	\$ -	
5" Asphalt Bottom Lift	3237	SY	\$ 19.85	\$ 64,254.45	\$ 64,254.45	100%	\$ -	\$ 64,254.45	Streets	100%	\$ 64,254.45	\$ 6,425.45	\$ 6,425.45	\$ -	\$ 6,425.45	\$ -	
2" Asphalt Top Lift	3237	SY	\$ 8.60	\$ 27,838.20	\$ 27,838.20	100%	\$ -	\$ 27,838.20	Streets	100%	\$ 27,838.20	\$ 2,783.82	\$ 2,783.82	\$ -	\$ 2,783.82	\$ -	
4.5" Asphalt Bottom Lift	7763	SY	\$ 17.46	\$ 135,541.98	\$ 135,541.98	100%	\$ -	\$ 135,541.98	Streets	100%	\$ 135,541.98	\$ 13,554.20	\$ 13,554.20	\$ -	\$ 13,554.20	\$ -	
2" Asphalt Top Lift	7763	SY	\$ 8.60	\$ 66,761.80	\$ 66,761.80	100%	\$ -	\$ 66,761.80	Streets	100%	\$ 66,761.80	\$ 6,676.18	\$ 6,676.18	\$ -	\$ 6,676.18	\$ -	
7.5" Asphalt Bottom Lift	5256	SY	\$ 29.25	\$ 153,738.00	\$ 153,738.00	100%	\$ -	\$ 153,738.00	Streets	100%	\$ 153,738.00	\$ 15,373.80	\$ 15,373.80	\$ -	\$ 15,373.80	\$ -	
2" Asphalt Top Lift	5256	SY	\$ 8.80	\$ 46,252.80	\$ 46,332.00	100%	\$ -	\$ 46,332.00	Streets	100%	\$ 46,332.00	\$ 4,633.20	\$ 4,633.20	\$ -	\$ 4,633.20	\$ -	
7" Asphalt Bottom Lift	6468	SY	\$ 27.44	\$ 177,481.92	\$ 177,481.92	100%	\$ -	\$ 177,481.92	Streets	100%	\$ 177,481.92	\$ 17,748.19	\$ 17,748.19	\$ -	\$ 17,748.19	\$ -	
2" Asphalt Top Lift	6468	SY	\$ 8.74	\$ 56,530.32	\$ 56,530.32	100%	\$ -	\$ 56,530.32	Streets	100%	\$ 56,530.32	\$ 5,653.03	\$ 5,653.03	\$ -	\$ 5,653.03	\$ -	
Adjust Manholes	40	EA	\$ 720.00	\$ 28,800.00	\$ 28,800.00	100%	\$ -	\$ 28,800.00	Streets	100%	\$ 28,800.00	\$ 2,880.00	\$ 2,880.00	\$ -	\$ 2,880.00	\$ -	
Adjust Water Valves	50	EA	\$ 230.00	\$ 11,500.00	\$ 11,500.00	100%	\$ -	\$ 11,500.00	Streets	100%	\$ 11,500.00	\$ 1,150.00	\$ 1,150.00	\$ -	\$ 1,150.00	\$ -	
Mob - Prep	2	EA	\$ 1,500.00	\$ 3,000.00	\$ -	0%	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Mob - Paving	4	EA	\$ 1,500.00	\$ 6,000.00	\$ -	0%	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
12" Scarify & Recompact	7812	SY	\$ 4.55	\$ 35,544.60	\$ 8,672.30	24%	\$ -	\$ 8,672.30	Streets	100%	\$ 8,672.30	\$ 867.23	\$ 867.23	\$ -	\$ 867.23	\$ -	
5" Asphalt Bottom Lift	3717	SY	\$ 20.60	\$ 76,570.20	\$ 39,263.60	51%	\$ -	\$ 39,263.60	Streets	100%	\$ 39,263.60	\$ 3,926.36	\$ 3,926.36	\$ -	\$ 3,926.36	\$ -	
2" Asphalt Top Lift	3717	SY	\$ 9.40	\$ 34,939.80	\$ 17,916.40	51%	\$ -	\$ 17,916.40	Streets	100%	\$ 17,916.40	\$ 1,791.64	\$ 1,791.64	\$ -	\$ 1,791.64	\$ -	
7.5" Asphalt Bottom Lift	4095	SY	\$ 30.00	\$ 122,850.00	\$ -	0%	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2" Asphalt Top Lift	4095	SY	\$ 8.52	\$ 34,889.40	\$ -	0%	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Adjust Manholes	7	EA	\$ 720.00	\$ 5,040.00	\$ 1,440.00	29%	\$ -	\$ 1,440.00	Streets	100%	\$ 1,440.00	\$ 144.00	\$ 144.00	\$ -	\$ 144.00	\$ -	
Force Account	1	EA	\$ 1.00	\$ 1.00	\$ -	0%	\$ -	\$ -	Streets	100%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Change Orders																	
CO#01 Milling	1	LS	\$ 19,670.50	\$ 19,670.50	\$ 19,670.50	100%	\$ -	\$ 19,670.50	Streets	100%	\$ 19,670.50	\$ 1,967.05	\$ 1,967.05	\$ -	\$ 1,967.05	\$ -	
CO#02	1	LS	\$ 11,020.00	\$ 11,020.00	\$ 11,020.00	100%	\$ -	\$ 11,020.00	Streets	100%	\$ 11,020.00	\$ 1,102.00	\$ 1,102.00	\$ -	\$ 1,102.00	\$ -	
CO#03	1	LS	\$ 13,168.77	\$ 13,168.77	\$ 13,168.77	100%	\$ -	\$ 13,168.77	Streets	100%	\$ 13,168.77	\$ 1,316.88	\$ 1,316.88	\$ -	\$ 1,316.88	\$ -	
CO#04	1	LS	\$ 23,912.25	\$ 23,912.25	\$ 23,912.25	100%	\$ -	\$ 23,912.25	Streets	100%	\$ 23,912.25	\$ 2,391.23	\$ 2,391.23	\$ -	\$ 2,391.23	\$ -	
CO#05	1	LS	\$ 14,071.20	\$ 14,071.20	\$ 14,071.20	100%	\$ -	\$ 14,071.20	Streets	100%	\$ 14,071.20	\$ 1,407.12	\$ 1,407.12	\$ -	\$ 1,407.12	\$ -	
CO#06	1	LS	\$ 33,361.45	\$ 33,361.45	\$ 33,361.45	100%	\$ -	\$ 33,361.45	Streets	100%	\$ 33,361.45	\$ 3,336.15	\$ 3,336.15	\$ -	\$ 3,336.15	\$ -	
CO#07 - Pot Hole Patching	1	LS	\$ 4,446.75	\$ 4,446.75	\$ 4,446.75	100%	\$ -	\$ 4,446.75	Streets	100%	\$ 4,446.75	\$ 4,446.75	\$ 4,446.75	\$ -	\$ 444.68	\$ -	
			\$ 1,293,402.19	\$ 1,293,402.19	\$ 1,041,938.69		\$ -	\$ 1,041,938.69			\$ 1,041,938.69	\$ 108,195.94	\$ 108,195.94	Subtotal	\$ 4,446.75	\$ 104,193.87	\$ -
														Less Ret	\$ 4,002.08	\$ 104,193.87	\$ -
														POP	Vendor	Vendor	
														Date	3/7/2024	3/7/2024	
														Amount	\$ 4,002.08	\$ 104,193.87	
Total Construction Costs			\$ 15,666,392.28	\$ 15,666,392.28	\$ 13,940,287.79	89%	\$ 184,392.33	\$ 13,468,313.87			\$ 11,349,540.12	\$ 375,442.28	\$ 375,442.28		\$ 155,436.63	\$ 191,114.44	\$ 28,891.21

Haskins Station Metropolitan District
Soft & Indirect Costs Detail
Table VI

Vendor	Work Description	Invoice Values			Payments Made							Certification	Category	Percent Eligible	Eligible This Period	Total Eligible
		Invoice Number	Invoice Date	Amount	Amount Paid	Check Number	Check Amount	Check Date	Clear Date	Draw	Account					
Aztec Consultants	Survey	149953	08/09/23	\$ 1,600.00	\$ 1,600.00	Vendor	\$ 1,600.00	03/06/24	03/06/24		Richmond American Homes	22	Multiple	72%	\$ 1,153.14	\$1,153.14
Aztec Consultants	Survey	153679	10/25/23	\$ 180.00	\$ 180.00	Vendor	\$ 180.00	03/06/24	03/06/24		Richmond American Homes	22	Multiple	72%	\$ 129.73	\$129.73
Aztec Consultants	Survey	155354	12/01/23	\$ 360.00	\$ 360.00	Vendor	\$ 360.00	03/06/24	03/06/24		Richmond American Homes	22	Multiple	72%	\$ 259.46	\$259.46
B&J Surveying Inc.	Survey - Lots	373759	08/29/23	\$ 200.00	\$ 200.00	NA	\$ 200.00	03/20/24	03/20/24		Richmond American Homes	22	Non-District	0%	\$ -	\$0.00
B&J Surveying Inc.	Survey - Lots	375320	09/26/23	\$ 150.00	\$ 150.00	NA	\$ 150.00	03/20/24	03/20/24		Richmond American Homes	22	Non-District	0%	\$ -	\$0.00
B&J Surveying Inc.	Survey - Lots	376344	10/17/23	\$ 250.00	\$ 250.00	NA	\$ 250.00	03/20/24	03/20/24		Richmond American Homes	22	Non-District	0%	\$ -	\$0.00
Baileys Traffic Control	Traffic Control	7623	08/10/23	\$ 504.00	\$ 504.00	Vendor	\$ 504.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 504.00	\$504.00
Baileys Traffic Control	Traffic Control	7643	08/17/23	\$ 504.00	\$ 504.00	Vendor	\$ 504.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 504.00	\$504.00
Baileys Traffic Control	Traffic Control	7659	08/23/23	\$ 504.00	\$ 504.00	Vendor	\$ 504.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 504.00	\$504.00
Baileys Traffic Control	Traffic Control	7681	08/30/23	\$ 770.00	\$ 770.00	Vendor	\$ 770.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 770.00	\$770.00
Baileys Traffic Control	Traffic Control	7701	09/13/23	\$ 554.00	\$ 554.00	Vendor	\$ 554.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 554.00	\$554.00
Baileys Traffic Control	Traffic Control	7884	11/09/23	\$ 120.00	\$ 120.00	Vendor	\$ 120.00	03/07/24	03/07/24		Richmond American Homes	22	Streets	100%	\$ 120.00	\$120.00
BrightView	Tree Root Barrier Tree Lawn	8371416	04/12/23	\$ 11,176.26	\$ 11,176.26	Vendor	\$ 11,176.26	07/14/23	07/14/23		Richmond American Homes	22	Multiple	55%	\$ 6,178.43	\$6,178.43
Contreras Construction	Tabor St ROW/Landsacpe	1177	08/14/23	\$ 45,850.10	\$ 45,850.10	Vendor	\$ 45,850.10	03/11/24	03/11/24		Richmond American Homes	22	Streets	100%	\$ 45,850.10	\$45,850.10
Contreras Construction	Sidewalk	1183	08/07/23	\$ 46,970.00	\$ 46,970.00	Vendor	\$ 46,970.00	03/11/24	03/11/24		Richmond American Homes	22	Streets	100%	\$ 46,970.00	\$46,970.00
Contreras Construction	Erosion Control	1194	09/13/23	\$ 14,909.00	\$ 14,909.00	Vendor	\$ 14,909.00	03/11/24	03/11/24		Richmond American Homes	22	Multiple	55%	\$ 8,241.95	\$8,241.95
Contreras Construction	Sidewalk	1219	10/27/23	\$ 23,650.00	\$ 23,650.00	Vendor	\$ 23,650.00	03/11/24	03/11/24		Richmond American Homes	22	Multiple	55%	\$ 13,074.12	\$13,074.12
Environmental Landworks	Snow Maintenance	40000	12/06/23	\$ 1,088.00	\$ 1,088.00	Vendor	\$ 1,088.00	03/07/24	03/07/24		Richmond American Homes	22	Operations	0%	\$ -	\$0.00
Environmental Landworks	Landscape Maintenance	39265	09/21/23	\$ 7,000.00	\$ 7,000.00	Vendor	\$ 7,000.00	03/07/24	03/07/24		Richmond American Homes	22	Parks and Recreation	100%	\$ 7,000.00	\$7,000.00
Environmental Landworks	Snow Maintenance	39749	11/09/23	\$ 680.00	\$ 680.00	Vendor	\$ 680.00	03/07/24	03/07/24		Richmond American Homes	22	Operations	0%	\$ -	\$0.00
Environmental Landworks	Snow Maintenance	40047	12/13/23	\$ 3,772.00	\$ 3,772.00	Vendor	\$ 3,772.00	03/07/24	03/07/24		Richmond American Homes	22	Operations	0%	\$ -	\$0.00
Environmental Landworks	Landscape Maintenance	39834	11/30/23	\$ 6,359.00	\$ 6,359.00	Vendor	\$ 6,359.00	03/07/24	03/07/24		Richmond American Homes	22	Parks and Recreation	100%	\$ 6,359.00	\$6,359.00
Environmental Landworks	Landscape Maintenance	39835	11/30/23	\$ 6,359.00	\$ 6,359.00	Vendor	\$ 6,359.00	03/07/24	03/07/24		Richmond American Homes	22	Parks and Recreation	100%	\$ 6,359.00	\$6,359.00
Environmental Landworks	Landscape Maintenance	39975	12/01/23	\$ 6,359.00	\$ 6,359.00	Vendor	\$ 6,359.00	03/07/24	03/07/24		Richmond American Homes	22	Parks and Recreation	100%	\$ 6,359.00	\$6,359.00
Environmental Landworks	Landscape Maintenance	40177	01/02/24	\$ 6,359.00	\$ 6,359.00	Vendor	\$ 6,359.00	03/07/24	03/07/24		Richmond American Homes	22	Parks and Recreation	100%	\$ 6,359.00	\$6,359.00
Hydrosystems	Water Demand Study	23537	06/21/23	\$ 520.00	\$ 520.00	ULW	\$ 520.00	10/10/23	10/10/23		Richmond American Homes	22	Water	100%	\$ 520.00	\$520.00
SFI Compliance	Safety Inspections - Builder	48704	08/22/23	\$ 270.00	\$ 270.00	NA	\$ 270.00	03/20/24	03/20/24		Richmond American Homes	22	Non-District	0%	\$ -	\$0.00
SFI Compliance	Safety Inspections - Builder	49595	09/20/23	\$ 270.00	\$ 270.00	NA	\$ 270.00	03/20/24	03/20/24		Richmond American Homes	22	Non-District	0%	\$ -	\$0.00
Shelter Specialist, LLC	Playground Equipment	688	10/24/23	\$ 70,500.00	\$ 70,500.00	ULW	\$ 70,500.00	10/24/23	10/24/23		Richmond American Homes	22	Parks and Recreation	100%	\$ 70,500.00	\$70,500.00
				\$ 3,867,256.88	\$ 3,846,374.03										\$ 228,268.91	\$2,502,916.21



Exhibit A

Haskins Station Subdivision Site Overlay

DRAFT

Site Overlay

Haskins Station
Metropolitan District



Legend



Google Earth

1000 ft

Exhibit B

Accountant's Cost Certification

DRAFT