

RESOLUTION NO. 134 - 25

A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF COLORADO SPRINGS, ON BEHALF OF ITS ENTERPRISE THE COLORADO SPRINGS MUNICIPAL AIRPORT, AND THE PEAK METROPOLITAN DISTRICT NO. 3 RELATED TO THE REIMBURSEMENT OF CONSTRUCTION COSTS

WHEREAS, the City Council of the City of Colorado Springs, Colorado ("City Council") is authorized, pursuant to C.R.S. § 29-1-203, to enter into intergovernmental agreements with other governmental entities; and

WHEREAS, the City, by and through its enterprise, the Colorado Springs Municipal Airport (the "Airport"), is the fee owner of certain property located in the City of Colorado Springs and is developing thereon a phased mixed-use commercial development commonly known as Peak Innovation Park (the "Project"); and

WHEREAS, the City will be constructing necessary stormwater improvements for the benefit of Project and to prevent future erosion on the Bluestem Prairie Open Space, and

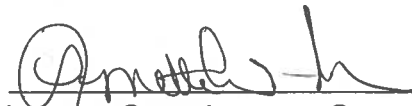
WHEREAS, the proposed Facilities Payment Agreement (the "IGA"), attached and made a part of this Resolution, provides the terms and conditions by which the Peak Metropolitan District No. 3 (the "District") will reimburse the Airport for its monetary contribution to the design and construction of such improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLORADO SPRINGS:

Section 1. City Council hereby approves the IGA between Peak Metropolitan District No. 3 and the City, by and through its enterprise, the Colorado Springs Municipal Airport, that sets forth the terms and conditions by which the District will reimburse the City for its monetary contribution to the design and construction of certain public infrastructure necessary to the development known as Peak Innovation Park.

Section 2. On behalf of the City, the Mayor is hereby authorized to execute the IGA.

Dated at Colorado Springs, Colorado this 28th day of October 2025.



Lynette Crow-Iverson, Council President

ATTEST:



Sarah B. Johnson, City Clerk



FACILITIES PAYMENT AGREEMENT (BLUESTEM)

This **FACILITIES PAYMENT AGREEMENT (BLUESTEM)** (“**Agreement**”) is made and entered into this ____ day of _____ 2025, being the date executed by the Mayor below and being the effective date hereof, by and between **PEAK METROPOLITAN DISTRICT NO. 3**, a quasi-municipal corporation and political subdivision of the State of Colorado (the “**District**”) and the **CITY OF COLORADO SPRINGS**, a Colorado municipal corporation and home rule city by and through its enterprise, the **COLORADO SPRINGS MUNICIPAL AIRPORT** (the “**City**”) (individually, each a “**Party**” and collectively the “**Parties**”).

RECITALS

A. The City owns certain real property located in the City of Colorado Springs, Colorado and is developing thereon a phased mixed-use commercial development commonly known as Peak Innovation Park (the “**Project**”).

B. The Project is within the boundaries and/or service area of the District.

C. The District operates in accordance with the authority, and subject to the limitations, of a Consolidated Service Plan for Peak Metropolitan District Nos. 1-3 approved by the City Council of the City on August 28, 2018, as amended on February 12, 2019, March 22, 2022, and _____, 2025 (as the same may be further amended or restated from time to time, the “**Service Plan**”).

D. The Service Plan authorizes the District to construct, acquire and install public improvements, including water, sanitation, safety protection, park and recreation, public transportation, and mosquito control improvements and other facilities and services (collectively, the “**Public Improvements**”), which benefit property within the District’s boundaries and/or service area.

E. The City identified certain Public Improvements that are required to be constructed for the benefit of and to service the Project (the “**Bluestem Improvements**”).

F. The city purchased certain property interests necessary for access to and construction of the Bluestem Improvements, which property interests are more specifically described or depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the “**Property Interests**”).

G. The District, City, UFCS Airport, LLC, and Enertia Consulting Group, LLC entered into an Assignment and Assumption of Bluestem Improvement Plans, dated May 27, 2025, as may be amended from time to time (the “**Assignment and Assumption Agreement**”), whereby the parties to the Assignment and Assumption Agreement agreed that the City will be responsible for installing, constructing, and completing all of the Bluestem Improvements in accordance with approved plans (as they may be modified from time to time, the “**Bluestem Plans**”) and contemplated the City and District would enter into an agreement for the construction, acquisition of Property Interests, and related costs of the Bluestem Improvements.

H. In order for the Property to be developed, the Bluestem Improvements need to be completed.

I. The City shall be responsible for the construction of the Bluestem Improvements.

J. The City has requested the District make payments to the City for the costs of construction and other related costs of the Bluestem Improvements (“**Construction Costs**”) and for the acquisition costs related to the Property Interests (“**Acquisition Costs**”), based upon and in compliance with the terms of this Agreement.

K. On December 21, 2022, the District issued its \$18,250,000 Limited Tax General Obligation Bonds, Series 2022A-1 and \$45,530,552.15 (Value at Issuance) \$84,680,000 (Value at Current Interest Conversion Date) Limited Tax General Obligation Convertible Capital Appreciation Bonds, Series 2022A-2 and may issue additional bonds (the “**Bonds**”), the proceeds of which may be utilized in part to pay the City for the Construction Costs in accordance herewith.

L. The District has entered into certain other agreements relative to the payment and/or reimbursement of costs incurred for Public Improvements that are different from, separate and apart from the Bluestem Improvements that are addressed pursuant to this Agreement (the “**Additional Funding Agreements**”) and the City acknowledges and agrees that the District will be making payments and/or reimbursements under such Additional Funding Agreements.

M. The District has sufficient funding to make payment of Certified Construction Costs (defined herein) and Confirmed Acquisition Costs (defined herein) up to the Maximum Payment Amount (as defined herein).

N. The District and the City desire to set forth the rights, obligations, and procedures for the District to pay the City for Certified Construction Costs related to the Bluestem Improvements and Confirmed Acquisition Costs related to the Property Interests, as provided herein.

NOW, THEREFORE, in consideration of the foregoing and the respective agreements of the Parties contained herein, the Parties agree as follows:

COVENANTS AND AGREEMENTS

1. Recital Incorporation. The recitals set forth above are true and correct and are hereby incorporated herein by reference.

2. Construction of Bluestem Improvements. The City agrees to construct and complete the Bluestem Improvements in full conformance with the Bluestem Plans identified on **Exhibit B** and incorporated herein by this reference. The Parties acknowledge that the Bluestem Improvements the City intends to construct will benefit the District, its constituents and users. In furtherance of the purposes of the District as expressed in the Service Plan, this Agreement shall provide a means by which the District may make payment to the City for the Certified Construction Costs, as defined herein, constructed by the City and the Confirmed Acquisition Costs, also as defined herein, incurred by the City. If the District so requests, the City shall provide periodic reports on the status of completion and costs of the Bluestem Improvements. To the extent any modifications to the Bluestem Plans result in any material modification to the Bluestem

Improvements and any increase to the Final Project Budget, as defined herein, (“**Improvement Modifications**”), such proposed Improvement Modifications shall be provided to the District for approval prior to, and no less than thirty (30) days in advance of, the City’s issuance of any change order or amendment to the contract documents authorizing the Improvement Modifications.

3. Additional Improvements. The Parties contemplate there may be additional phases of stormwater improvements that are not included as a part of the Bluestem Improvements, Bluestem Plans or the Construction Costs contemplated hereunder (“**Additional Improvements**”). To the extent the need to construct Additional Improvements arises, the Parties shall negotiate in good faith to amend this Agreement to set forth the terms relative to construction and payment for such Additional Improvements. An amendment under this Section 3 shall not require additional approvals from the City Council of the City.

4. Construction Contract Requirements. Any construction contract for all or any portion of the Bluestem Improvements shall require the contractor and/or the City to provide a warranty for two (2) years after the initial acceptance by the City, together with payment and performance bonds, in a form required by the City, to secure the required warranty.

5. Certification of Construction Costs. The Parties hereby agree that a condition precedent to the District’s obligation to provide payment to the City for Construction Costs associated with the Bluestem Improvements shall be the District’s receipt of a written certification (“**Engineer’s Certification**”) of an independent engineer engaged by the District (“**Independent Engineer**”) that the Construction Costs for the Bluestem Improvements are reasonable and comparable to the costs of similar public improvements constructed in and around the area of Colorado Springs. Such Independent Engineer’s determination shall be conclusive regarding the amount of Construction Costs the District shall be obligated to pay the City under this Agreement (“**Certified Construction Costs**”), notwithstanding the fact that the actual Construction Costs incurred by the City may exceed the Certified Construction Costs. For these purposes, the City shall cooperate and use commercially reasonable efforts to provide the following information and documentation to the District and the Independent Engineer in order that the Engineer’s Certification may be prepared (“**City Application for Certification**”):

(a) Copies of all contracts, pay requests, change orders, invoices, and any other requested documentation to verify the amount of Construction Costs requested;

(b) Confirmation and any reasonable evidence requested by the District from the City to ensure no duplication in payment of Construction Costs; and

(c) Such other documentation, records and verifications as may reasonably be required by the District for purposes of certifying Construction Costs.

A form of the City Application for Certification is attached hereto as **Exhibit C** and incorporated by reference.

6. Confirmation of Acquisition Costs. The City has incurred Acquisition Costs of One Hundred And Eighty Two Thousand Five Hundred And Thirty Five Dollars (\$ 182,535) in association with the Property Interests. The City has provided to the District a copy of each of the settlement statement, appraisal, the deed, easement documents, and any other document

reasonably by the District in relation to the City's acquisition of the Property Interests such that the District has confirmed the actual Acquisition Cost ("**Acquisition Documentation**") and determined that the Acquisition Documentation is sufficient to evidence the Acquisition Cost, which shall be deemed the "**Confirmed Acquisition Cost**" reimbursable within thirty (30) days after full execution of this Agreement.

7. Construction Project Budget. The City bid the construction contract for the Bluestem Improvements under the City's procurement processes at a not to exceed cost of \$3,088,050.00. The budget and cost estimate attached hereto as **Exhibit D**, and incorporated herein by this reference, includes a reasonable estimate of the construction management and consulting costs, comprising the budgeted Construction Costs for the construction and installation of the Bluestem Improvements (the "**Final Project Budget**"). Any modifications to the Final Project Budget as a result of the District's approval of any Improvement Modifications will be considered a commensurate modification to the Final Project Budget.

8. Payment of Certified Construction Costs and Confirmed Acquisition Costs.

(a) The City shall provide a City Application for Certification no more frequently than monthly. Each City Application for Certification shall be reviewed by the District and the District's Independent Engineer within thirty (30) days of submittal so that an Engineer's Certification regarding Certified Construction Costs may be considered. Subject to satisfaction of the requirements of Section 5, the District shall make payment to the City of any approved Certified Construction Costs within thirty (30) days after approval by the District and the Independent Engineer ("**District Payment**") and the District Payment shall be utilized by the City to pay the Certified Construction Costs or reimburse the City for the Certified Construction Costs already paid by the City. The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District's Independent Engineer. Subject to all other applicable provisions hereof, the District agrees to pay the City for Certified Construction Costs up to a maximum amount of Three Million Five Hundred Forty-Two Thousand Seven Hundred Six Dollars and Thirty Cents (\$ 3,542,706.30) ("**Maximum Payment Amount**"), unless otherwise agreed to in writing by the Parties. To the extent the District fails to make payment of any District Payment in accordance with the requirements of this Agreement, simple interest shall accrue on unpaid amounts hereunder, until paid, at the rate of eight percent (8%) per annum. The City and the District acknowledge the existence of limitations on the District's ability to make such payments as a result of the Service Plan.

(b) The District agrees, as of the date hereof it has sufficient proceeds as a result of issuance of the Bonds to pay the City for the Bluestem Improvements up to the Maximum Payment Amount and has appropriated funds up to the Maximum Payment Amount. It is hereby agreed and acknowledged that this Agreement evidences an intent to pay the City hereunder, but that this Agreement shall not constitute a debt or indebtedness of the District within the meaning of any constitutional or statutory provision, nor shall it constitute a multiple fiscal year financial obligation for the purposes of Article X, Section 20 of the Colorado Constitution, and the making of any payment hereunder shall be at all times subject to annual appropriation by the District. By acceptance of this Agreement, the City agrees and consents to all of the limitations with respect to payment due hereunder and in the District's Service Plan.

(c) The City agrees to provide the District with unconditional lien waivers and indemnifications from each contractor verifying that all amounts due to contractors, subcontractors, material providers or suppliers have been paid in full, in a form acceptable to the District.

9. Term; Repose. In the event the District has not paid the City and/or paid any portion of the Certified Construction Costs or the Confirmed Acquisition Costs by December 31, 2055, whether invoiced or not invoiced by such date, any amount of principal and accrued interest outstanding on such date shall be deemed to be forever discharged and satisfied in full, unless the City has requested an extension of such term of repose prior thereto.

10. Notices. All notices, demands, requests or other communications to be sent by one Party to the other hereunder or required by law shall be in writing and shall be deemed to have been validly given or served by delivery of same in person to the addressee or by courier delivery via FedEx or other nationally recognized overnight air courier service, by electronically-confirmed email transmission, or by depositing same in the United States mail, postage prepaid, addressed as follows:

To District: Peak Metropolitan District No. 3
450 East 17th Avenue, Suite 400
Denver, CO 80203
Phone: 303-592-4380
Attention: Megan Becher
Email: legalnotices@specialdistrictlaw.com

To City: City of Colorado Springs
30 South Nevada Avenue, Suite 604
Colorado Springs, CO 80901
Attention: Troy Stover
Email: troy.stover@coloradosprings.gov

With a Copy To: Office of the City Attorney
30 South Nevada Avenue, Suite 501
Colorado Springs, CO 80901
Attention: Caitlin Moldenhauer
Email: caitlin.moldnhauer@coloradosprings.gov

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

11. Assignment. No Party shall assign any of its rights or delegate any of its duties hereunder to any person or entity. Any purported assignment or delegation in violation of the provisions hereof shall be void and ineffectual.

12. Parties Interested Herein. Nothing expressed or implied in this Agreement is intended or shall be construed to confer upon, or to give to, any person other than the Parties any right, remedy, or claim under or by reason of this Agreement or any covenants, terms, conditions, or provisions thereof, and all the covenants, terms, conditions, and provisions in this Agreement by and on behalf of the Parties shall be for the sole and exclusive benefit of the Parties.

13. Default/Remedies. In the event of a breach or default of this Agreement by either Party, the non-defaulting Party shall be entitled to exercise all remedies available at law or in equity. In the event of any litigation, or other proceeding to enforce the terms, covenants or conditions hereof, the prevailing Party in such proceeding shall obtain as part of its judgment or award its reasonable attorneys' fees.

14. Governing Law and Jurisdiction. This Agreement shall be governed and construed under the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall be exclusive to the State District Court in and for the County of El Paso, Colorado.

15. Inurement. Each of the terms, covenants and conditions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective permitted successors and assigns.

16. Integration. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein. All prior discussions and negotiations regarding the subject matter hereof are merged herein.

17. Severability. If any covenant, term, condition, or provision under this Agreement shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of such covenant, term, condition, or provision shall not affect any other provision contained herein, the intention being that such provisions are severable.

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

19. Paragraph Headings. Paragraph headings are inserted for convenience of reference only.

20. Amendment. This Agreement may be amended from time to time by agreement between the Parties hereto; provided, however, that no amendment, modification, or alteration of the terms or provisions hereof shall be binding upon the District or the City unless the same is in writing and duly executed by the Parties hereto.

21. No Waiver of Immunity. The Parties specifically do not waive or intend to waive any protection, immunity, or other provision of the Colorado Governmental Immunity Act, C.R.S. § 24-1-101 *et seq.*, as now written or hereafter amended.

SIGNATURE PAGES FOLLOW

**[SIGNATURE PAGE 1 OF 2 TO
FACILITIES PAYMENT AGREEMENT (BLUESTEM)]**

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

DISTRICT:

PEAK METROPOLITAN DISTRICT NO. 3, a quasi-municipal corporation and political subdivision of the State of Colorado



By: _____

Garrett Baum, President

ATTEST:


Secretary or Assistant Secretary

**[SIGNATURE PAGE 2 OF 2 TO
FACILITIES PAYMENT AGREEMENT (BLUESTEM)]**

CITY:

CITY OF COLORADO SPRINGS, a Colorado municipal corporation and home rule city by and through its enterprise, the **COLORADO SPRINGS MUNICIPAL AIRPORT**

By: _____

Blessing A. Mobolade, Mayor

ATTEST:



APPROVED AS TO FORM:

Office of the City Attorney

EXHIBIT A

A description of a parcel of land located South of Powers Boulevard within property owned by Cygnet Land LLC, El Paso County, Colorado.

LEGAL DESCRIPTION

A tract of land located in the Northwest ¼ of Section 8, Township 15 South, Range 65 West of the 6th P.M., El Paso County, Colorado described as follows:

(BEARINGS ARE BASED ON THE SOUTH RIGHT-OF-WAY LINE OF POWERS BOULEVARD AS SHOWN ON THE RECORDED PLAT "POWERS BOULEVARD/NEW DRENNAN ROAD IMPROVEMENT DISTRICT RIGHT-OF-WAY" AS RECORDED IN BOOK S307 AT PAGE 1472 OF THE RECORDS OF EL PASO COUNTY COLORADO. SAID LINE BEING MONUMENTED BY NO. 5 REBAR W/ALUMN. CAP MARKED DB&CO FOR THE EAST PC AT STATION 168+81.55 AND A CDOT MONUMENT AT THE WEST PC AT STATION 236+60.61. SAID LINE HAVING A BEARING OF S89°48'46"W AND A MEASURED DISTANCE OF 6787.20 FEET)

Commencing(POC) at an east PC station 168+81.55, thence S89°48'46"W, 1579.97 feet along the south Right-of-Way line of said Powers Boulevard to the Northwest Corner of that tract of land describe in El Paso County Assessor Schedule Number 5500000333 and the TRUE POINT OF BEGINNING

Thence S00°11'14"E, 210.00 feet along the west line of said tract of land, El Paso County Assessor Schedule Number 5500000333;

Thence S89°48'46"W, 421.52 feet;

Thence N00°17'56"W, 210.00 feet to the South Right-of-Way line of said Powers Boulevard;

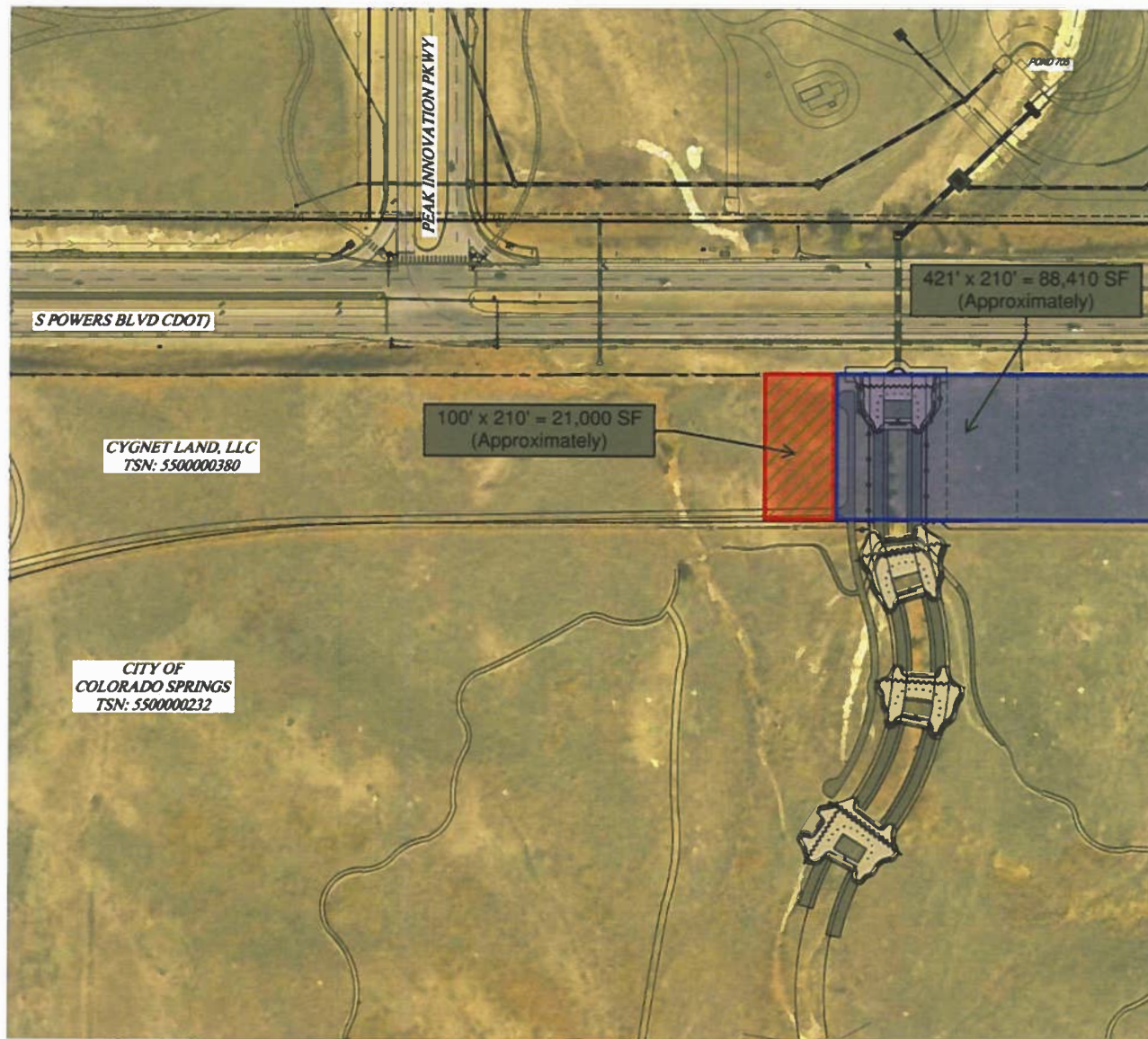
Thence N89°48'46"E, 421.93 feet along the South Right-of-Way line of said Powers Boulevard to the Northwest Corner of said tract of land, El Paso County Assessor Schedule Number 5500000333 and the TRUE POINT OF BEGINNING;



Area = 88,563.07 Square Feet, 2.03 acres, more or less.

Randall D. Hency, PLS Colorado 27605
for and on behalf of
Polaris Surveying, Inc.
1903 Lalaray Street, Suite 102
Colorado Springs, Co. 80909
Job No. 240108



Date 01/22/25



-  Temporary Construction Easement
-  Fee Simple Parcel

4911-4247-4337, v. 1

GENERAL ENGINEERING NOTES (CONT)

1. **What is the purpose of the study?** The purpose of the study is to determine the effect of a 12-week, low-intensity, supervised exercise program on the physical and psychological health of older adults with chronic obstructive pulmonary disease (COPD).

2. **What is the research design?** The research design is a randomized controlled trial.

3. **What is the sample?** The sample consists of 40 older adults with COPD, aged 65 and older, who were recruited from a local senior center and a community health center.

4. **What are the independent and dependent variables?** The independent variable is the 12-week, low-intensity, supervised exercise program. The dependent variables are physical health (measured by lung function, exercise tolerance, and quality of life) and psychological health (measured by anxiety and depression).

5. **What are the results of the study?** The results of the study show that the 12-week, low-intensity, supervised exercise program had a positive effect on the physical and psychological health of older adults with COPD. Specifically, the program led to improvements in lung function, exercise tolerance, and quality of life, as well as reductions in anxiety and depression.

6. **What are the conclusions of the study?** The conclusions of the study are that a 12-week, low-intensity, supervised exercise program is an effective intervention for improving the physical and psychological health of older adults with COPD. The program should be implemented as a standard part of the management plan for older adults with COPD.

4. **PROVIDE INTERNATIONAL STUDENT ASSISTANCE** (Source: report by the U.S. State Department, *U.S. Department of State, Bureau of Educational and Cultural Affairs, Office of International Education, International Education Policy and Planning, 1997*).

3. **Geographic location** – a study of the geographic location of the study site is important to understand the context of the study. This includes information about the location of the study site, the population of the study site, and the accessibility of the study site.

[illegible][illegible]

55. A. All of the above. B. The relationship between the two variables is not linear. C. The relationship between the two variables is not linear. D. The relationship between the two variables is not linear. E. The relationship between the two variables is not linear.

SUPPLEMENTAL CONSTRUCTION NOTES

MATERIAL SPECIFICATIONS

DESIGN FLOWS			
ESTABLISHED	DESIGN/COMPOUND	FLOW DRAINAGE	
4-10-88	89	1.89	
20-6-88	83	2.8	

[illegible]

**COLORADO SPRINGS AIRPORT
BIG JOHNSON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
COLORADO SPRINGS, COLORADO**

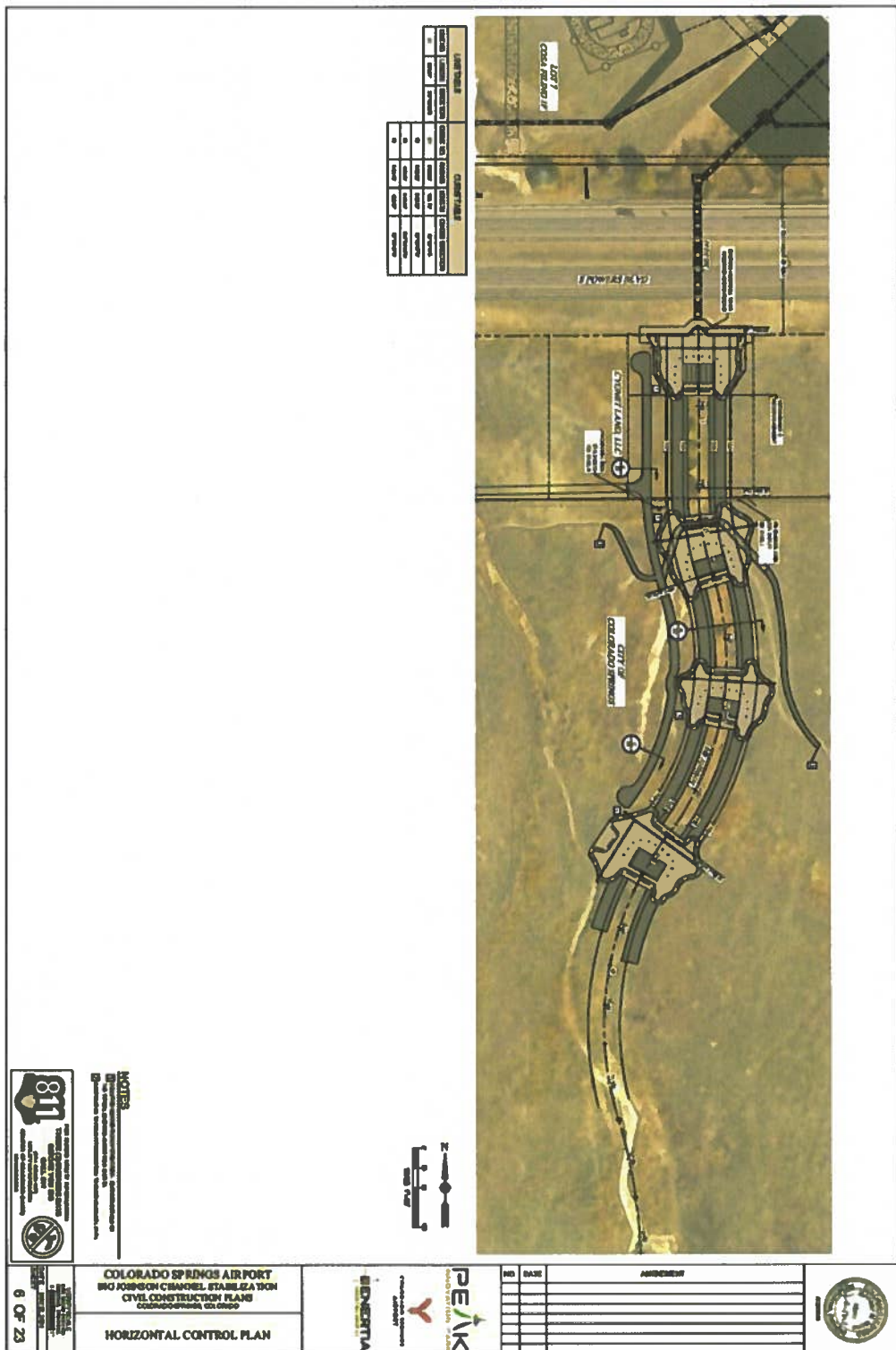
GENERAL NOTES

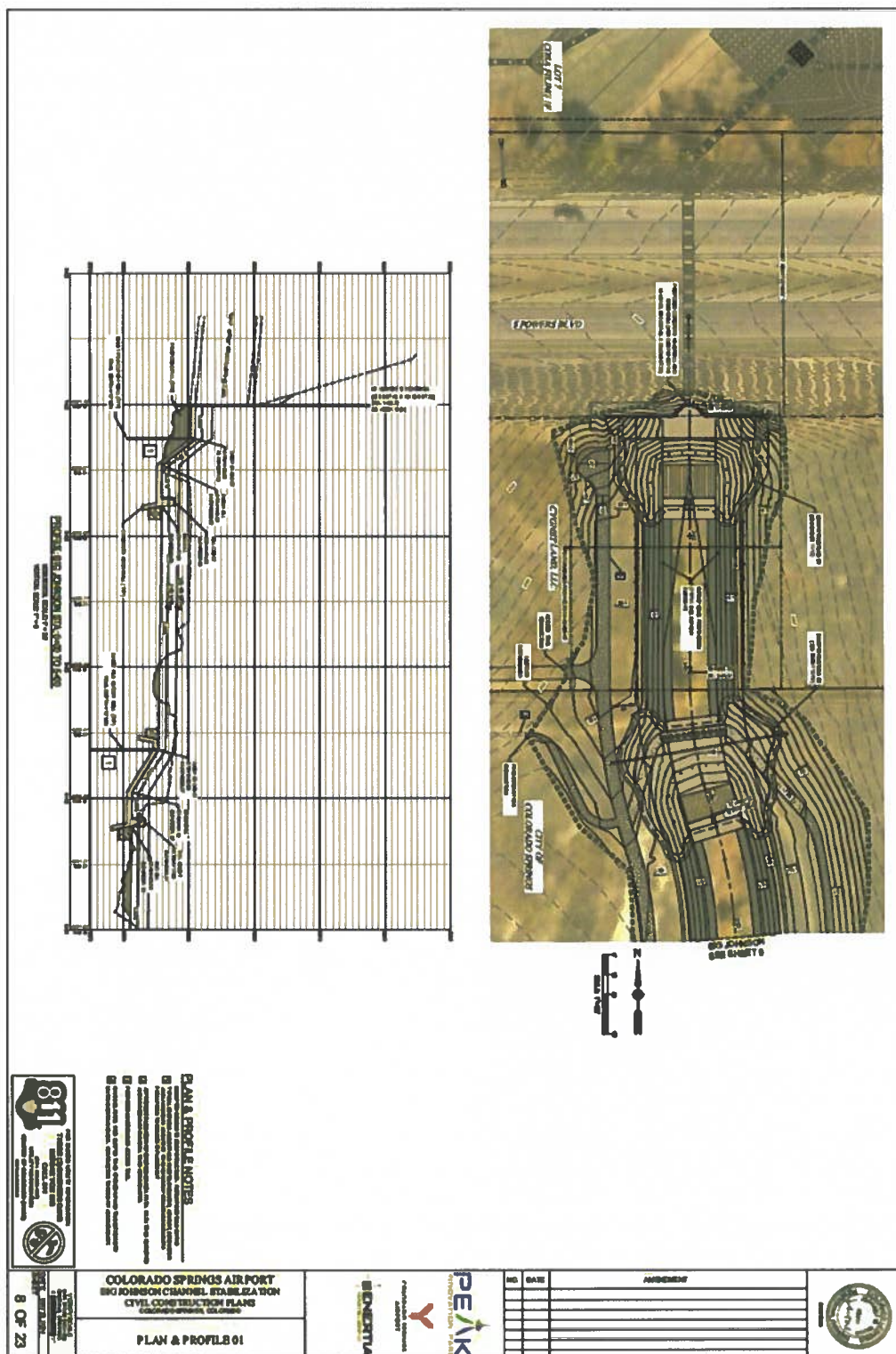
GENERAL NOTES

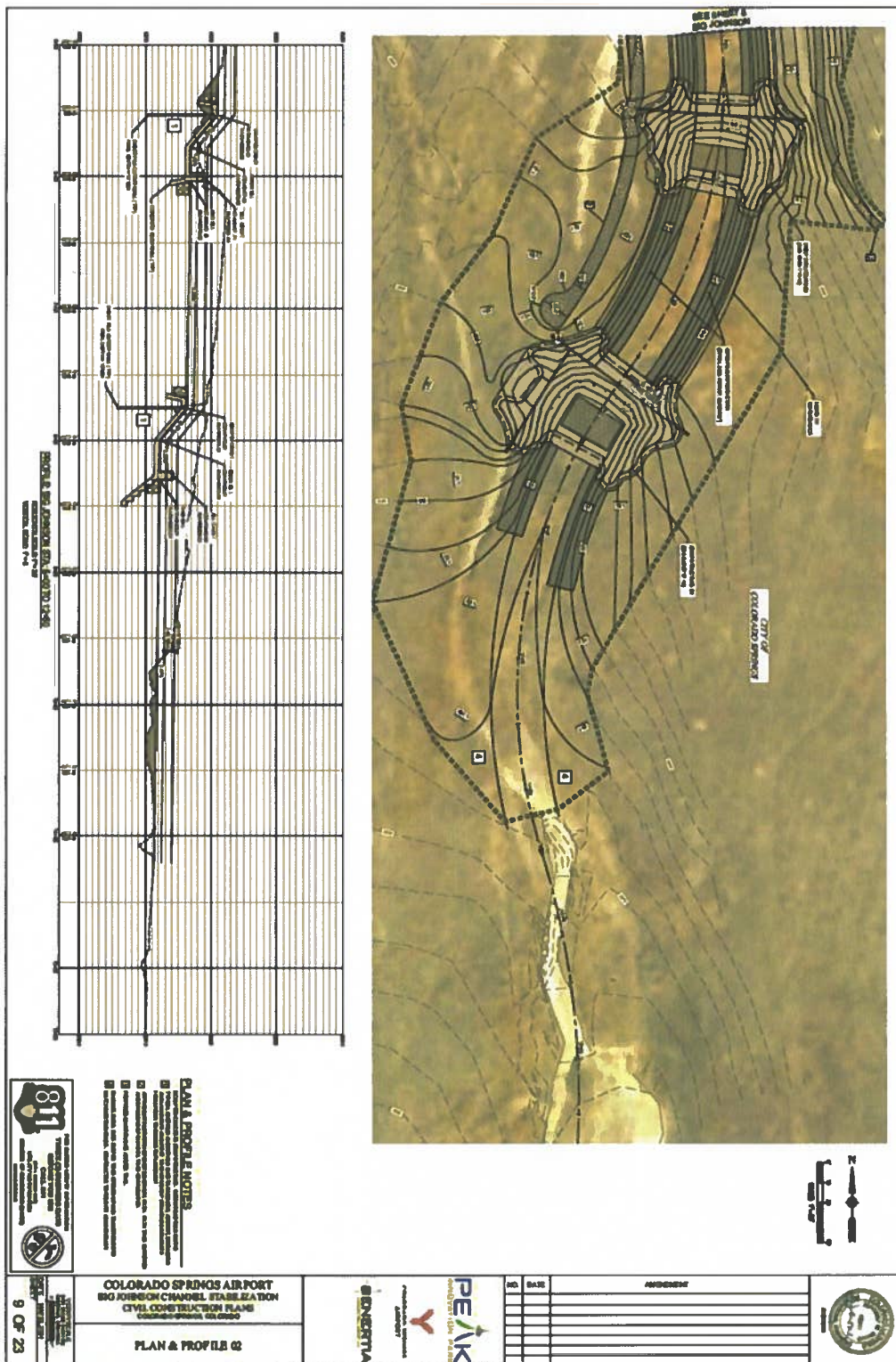


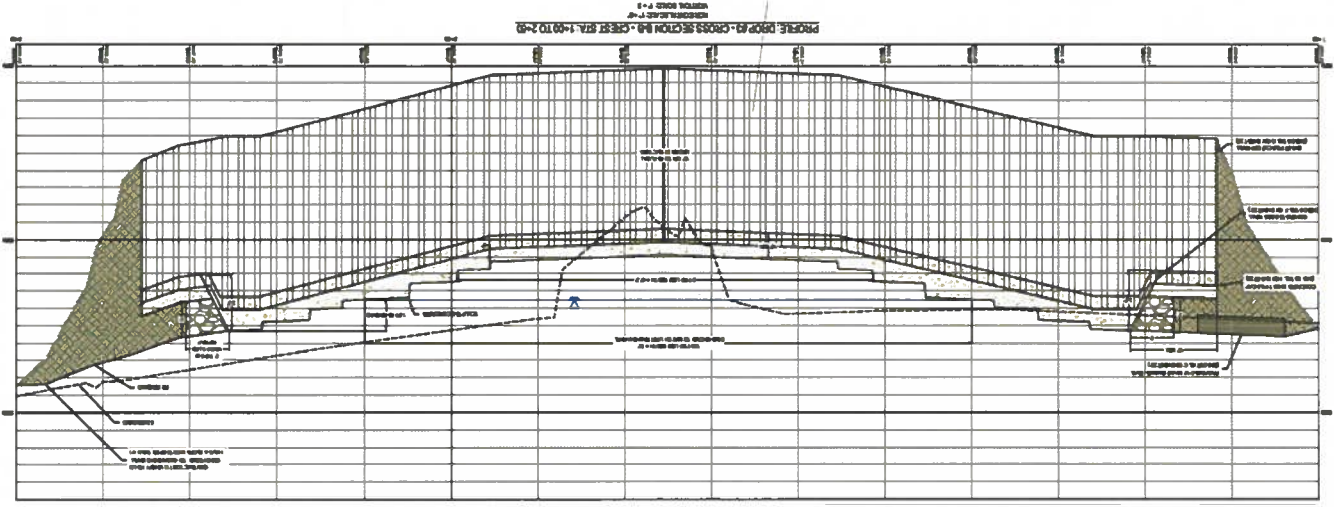
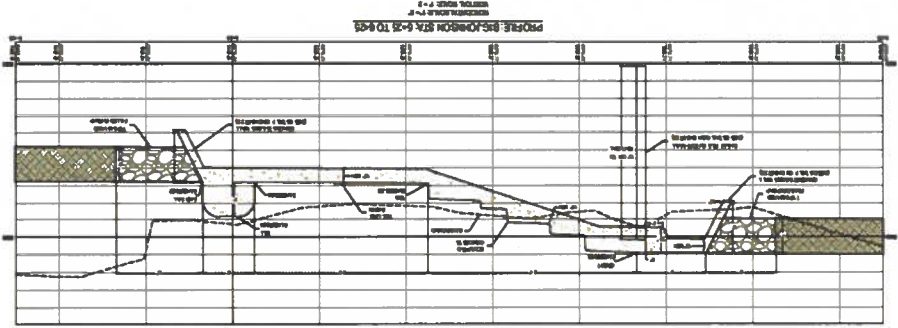












16 OF 23

PROJECT: COLORADO SPRINGS AIRPORT
CLIENT: CITY OF COLORADO SPRINGS
DESIGNER: PEAK ENGINEERING, P.C.

NO. **DATE**

1. 10/1/2011

2. 10/1/2011

3. 10/1/2011

4. 10/1/2011

5. 10/1/2011

6. 10/1/2011

7. 10/1/2011

8. 10/1/2011

9. 10/1/2011

10. 10/1/2011

11. 10/1/2011

12. 10/1/2011

13. 10/1/2011

14. 10/1/2011

15. 10/1/2011

16. 10/1/2011

17. 10/1/2011

18. 10/1/2011

19. 10/1/2011

20. 10/1/2011

21. 10/1/2011

22. 10/1/2011

23. 10/1/2011

PROJECT: COLORADO SPRINGS AIRPORT
CLIENT: CITY OF COLORADO SPRINGS
DESIGNER: PEAK ENGINEERING, P.C.

NO. **DATE**

1. 10/1/2011

2. 10/1/2011

3. 10/1/2011

4. 10/1/2011

5. 10/1/2011

6. 10/1/2011

7. 10/1/2011

8. 10/1/2011

9. 10/1/2011

10. 10/1/2011

11. 10/1/2011

12. 10/1/2011

13. 10/1/2011

14. 10/1/2011

15. 10/1/2011

16. 10/1/2011

17. 10/1/2011

18. 10/1/2011

19. 10/1/2011

20. 10/1/2011

21. 10/1/2011

22. 10/1/2011

23. 10/1/2011

PROJECT: COLORADO SPRINGS AIRPORT
CLIENT: CITY OF COLORADO SPRINGS
DESIGNER: PEAK ENGINEERING, P.C.

NO. **DATE**

1. 10/1/2011

2. 10/1/2011

3. 10/1/2011

4. 10/1/2011

5. 10/1/2011

6. 10/1/2011

7. 10/1/2011

8. 10/1/2011

9. 10/1/2011

10. 10/1/2011

11. 10/1/2011

12. 10/1/2011

13. 10/1/2011

14. 10/1/2011

15. 10/1/2011

16. 10/1/2011

17. 10/1/2011

18. 10/1/2011

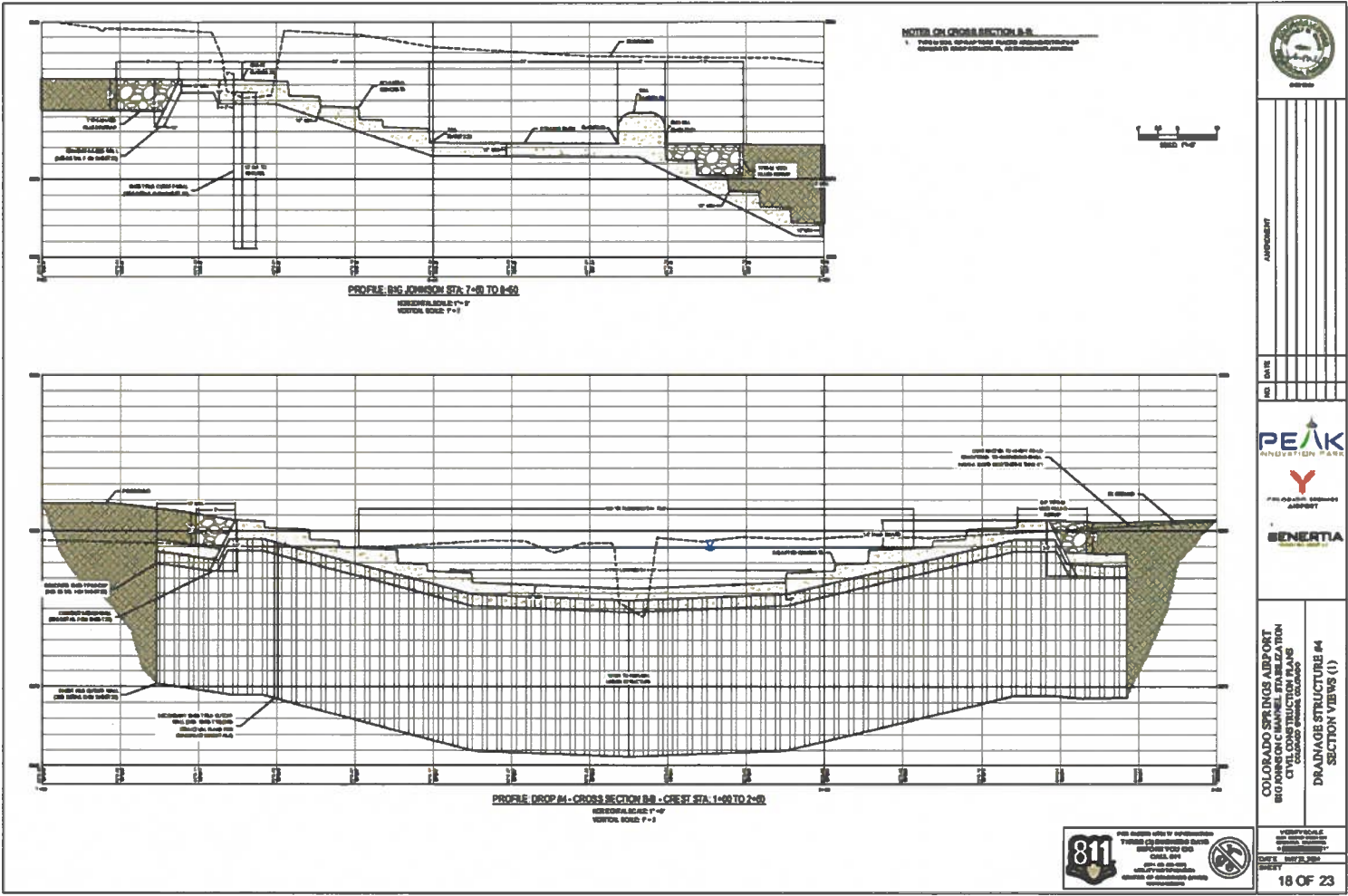
19. 10/1/2011

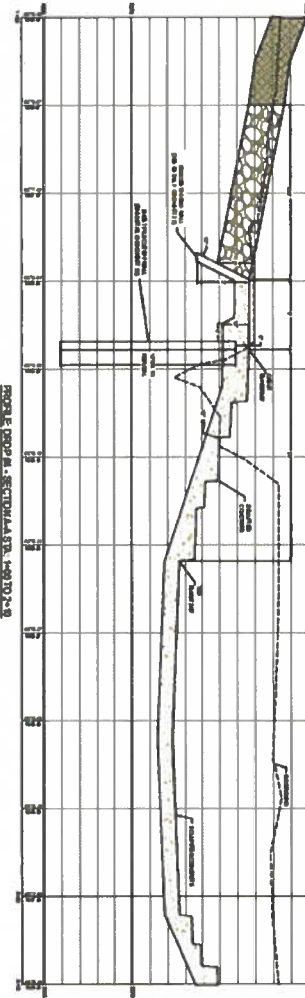
20. 10/1/2011

21. 10/1/2011

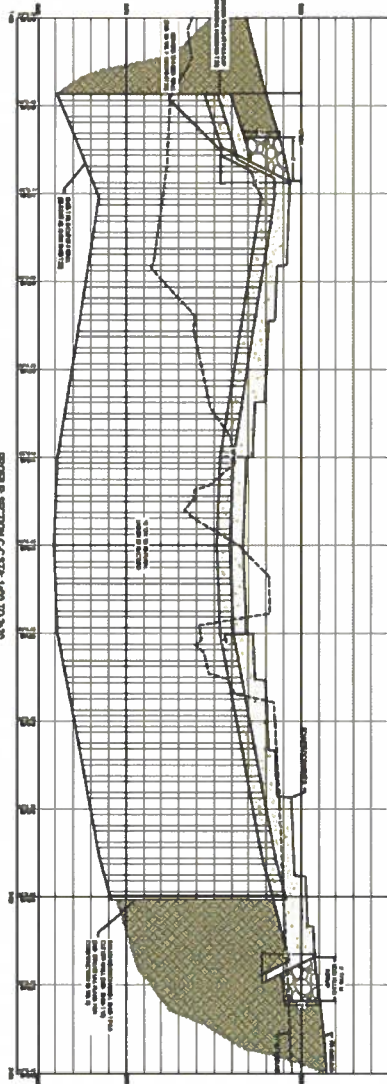
22. 10/1/2011

23. 10/1/2011





PROFILE: DRAINAGE STRUCTURE #4
SECTION VIEW: 1
SECTION: 1-1



PROFILE: DRAINAGE STRUCTURE #4
SECTION VIEW: 2
SECTION: 2-2

NOTES ON OPEN SECTION: 1. THIS IS A PLAN VIEW OF A DRAINAGE STRUCTURE. 2. THE STRUCTURE IS SHOWN IN SECTION VIEW 1-1. 3. THE STRUCTURE IS SHOWN IN SECTION VIEW 2-2.



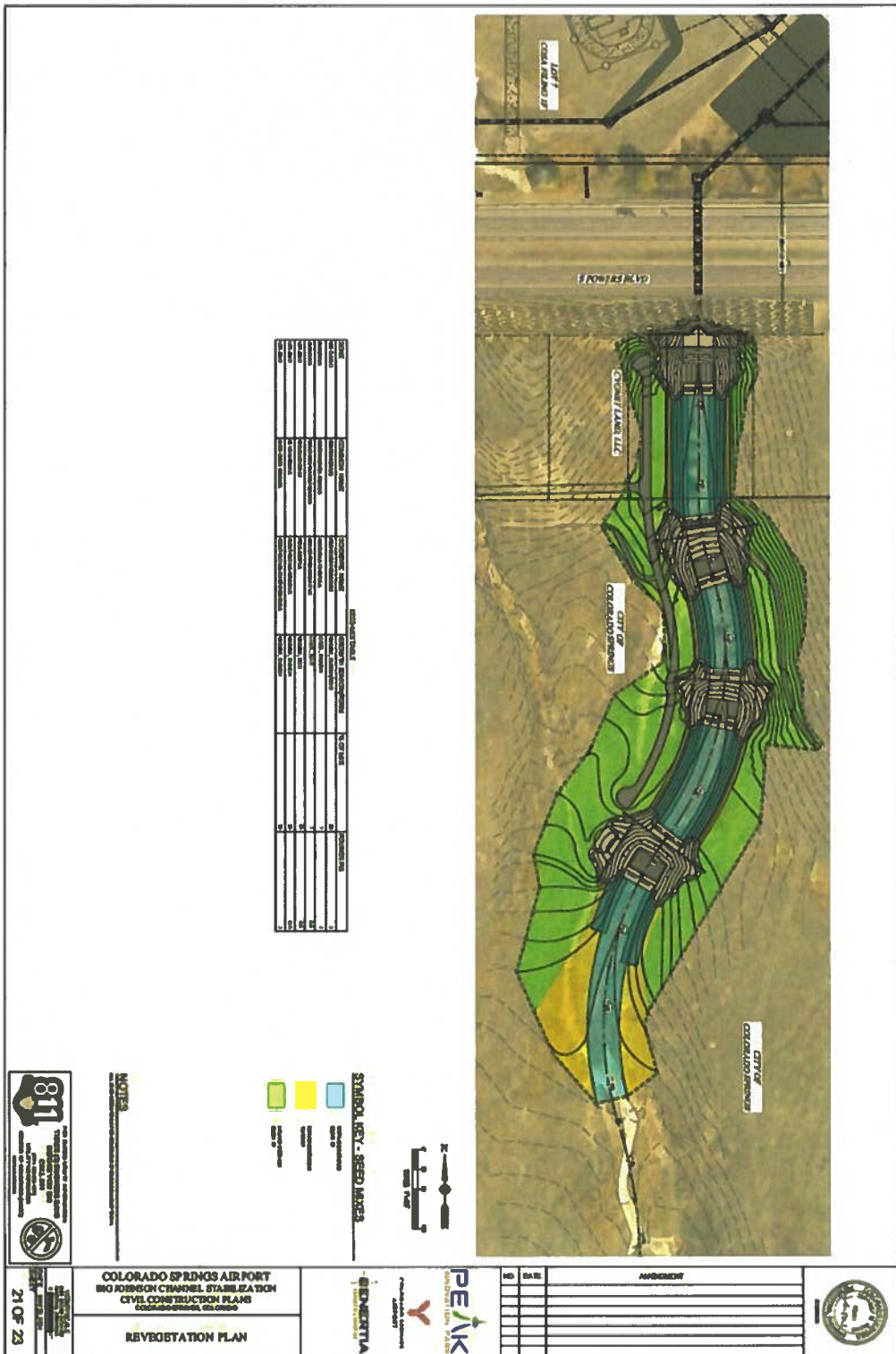
NO.	DATE	REVISION
1	12/31/2023	1.0
2		
3		
4		
5		
6		
7		
8		
9		
10		



COLORADO SPRINGS AIRPORT
BIO JOURNAL ON CHANNEL STABILIZATION
CIVIL CONSTRUCTION PLANS
DRAINAGE STRUCTURE #4
SECTION VIEWS (2)



19 OF 23



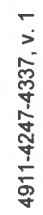


EXHIBIT C

APPLICATION FOR CERTIFICATION

Please complete and submit this Application for Certification (“**Application**”) to the District’s Independent Engineer, Schedio Group LLC, pursuant to the Facilities Payment Agreement (Bluestem) between Peak Metropolitan District No. 3 (the “**District**”) and the City of Colorado Spring (the “**City**”), dated _____, ____, 2025, (the “**Agreement**”):

- The City shall provide a completed Application no more frequently than monthly.
- Each Application shall be reviewed by the District and Schedio Group, as the Independent Engineer, within thirty (30) days of submittal so that an Engineer’s Certification regarding Certified Construction Costs may be considered.
- The District shall make payment to the City of any approved Certified Construction Costs within thirty (30) days of approval by the District and Independent Engineer so that the City may pay directly pay for the Certified Construction Costs.
- The District is not responsible for payment of costs that are not deemed Certified Construction Costs by the District’s Independent Engineer.

All terms not defined herein shall have the same meaning as set forth in the Agreement.

1. **Date of Submission:** _____

2. **City Applicant’s Contact Information:**

Name: _____

Phone: _____

Email: _____

3. **Types of Documents to Submit to Schedio Group LLC:**

Indicate which documents you will be submitting with this Application

- ☐ Approved Construction Drawings
- ☐ Construction Drawing Revisions
- ☐ Task Orders/Work Orders
- ☐ Change Orders
- ☐ Invoices/Pay Applications
- ☐ Conditional Lien Waivers (*please ensure SOVs are very detailed*)
- ☐ Unconditional Lien Waivers (*once contractors have been paid*)

4. 2025 Schedule for Submission of Documents:*

Processing Month	Draw Request
November	11/3/2025
December	12/1/2025
January	12/29/2025
February	2/2/2026
*	

** Remaining 2026 Schedule for Submission of Documents will be available at a later time.*

5. Submission of Documents:

Please submit documents (*including contracts, change orders, invoices, lien waivers*) to zjk@urbanfrontier.com

6. Review by Schedio Group LLC:

- a. Schedio Group LLC will review and, if the documentation is insufficient, they will reach out to you for additional information by using the contact information you provided on the Application.
- b. If documentation is sufficient, Schedio Group LLC will issue an Engineer's Certification.

7. Review/Approval by the District:

Once the District receives the Engineer's Certification, the District's accountant will prepare a requisition for the District's Board of Directors (the "**Board**") to approve at a District Board meeting.

8. Payment to the City:

After the Board acknowledges the Engineer's Certification and approves the corresponding requisition, the District can make the payment to the City.

9. Unconditional Lien Waivers:

Unconditional Lien Waivers should be submitted to Schedio Group LLC once contractors have been paid or with the Application, if available.

EXHIBIT D

Final Project Budget

Construction	
Naranjo Civil Constructors	\$ 3,088,050.00
Construction Management Costs	\$ 193,972.00
Engineering Costs	
Additional Bluestem Stabilization & Adaptive Management Plan	\$ 91,984.00
Total	\$ 3,374,006.00
Contingency 5%	\$ 168,700.30
Grand Total	\$ 3,542,706.30